

# The Solicitors' Journal.

LONDON, OCTOBER 11, 1884.

## CURRENT TOPICS.

MR. JUSTICE CHITTY held a long sitting on Wednesday last, and did not rise until after 7.30 p.m. By that time he had not quite completed the hearing of a list of some thirty-eight matters.

WE PRINT elsewhere an order of transfer of seventy witness and non-witness actions from the list of Mr. Justice PEARSON to that of Vice-Chancellor BACON; and of seventy witness actions from the list of Mr. Justice CHITTY to that of Mr. Justice NORTH for the purpose of trial or hearing only.

NEXT FRIDAY, the 17th inst., is the last day upon which applications for conversion of Government 3 per cent. Stock into  $2\frac{1}{2}$  or  $2\frac{1}{4}$  per cent. Stock can, under existing Treasury arrangements, made by authority of the National Debt (Conversion of Stock) Act, 1884, be received. By those arrangements, a copy of which was sent to each stockholder, the  $2\frac{1}{2}$  per cents. can be taken in exchange at 102, and the  $2\frac{1}{4}$  per cents. at 108, these being the maximum rates authorized by the 2nd section of the Act. Stockholders should bear in mind that less, but not higher, terms can be offered to them after the 17th inst., and also that the power of offering such terms runs until the expiration of two years after the passing of the Act—that is, until the 3rd of July, 1886. The Bank of England has issued more than one notice to stockholders pointing out the effect of the Act, and also the terms upon which the redemption of the existing Stocks may be effected. We may state shortly that 3 per cent. Consols and 3 per cent. Reduced are redeemable at any time, on one year's notice, by payments of not less than £500,000 at one time, “in manner directed by any Act to be passed,” and that New Three per Centa. are redeemable “at any time after the 10th of October, 1874”—whatever that may mean. It is argued by “Inner Temple” in the *Times* that the last-mentioned stock can be paid off in parcels, and after little, if any, notice, but it is alleged by a “Broker of 30 Years' Standing” that this “does not agree with Mr. CHILDERS' Conversion Speech.” On reference to the speech in question in the “Parliamentary Record,” all we can find bearing on the point is that “the right hon. gentleman intimated that, in event of the conversion not being voluntarily made to any adequate extent, it would be compulsorily, though gradually, effected.” It is needless to point out that neither Mr. CHILDERS nor any other Minister can give a binding opinion upon this point of law, and for ourselves we have searched in vain for any statute fixing a notice for redemption of New Threes, or obliging them to be redeemed all at once. Such statute law as we can discover points pretty plainly in a contrary direction, and the legal position of the holders of New Threes is at any rate so uncertain that it would be desirable that, if Mr. CHILDERS made the statement imputed to him, he should either produce an authority for it, if he can, or procure the passing of an Act of Parliament putting the rights of the holders of New Threes on a definite and satisfactory footing.

A POINT of great importance upon the construction of the Act, 31 & 32 Vict. c. 116 (Russell Gurney's Act), “to amend the law relating to larceny and embezzlement,” has been recently decided by the Recorder of Manchester at the Manchester City Sessions. Two persons had entered into partnership as wine and spirit merchants, and one of them having drawn money out of the partnership account at a bank without the knowledge of the other, had

expended the money so received for his own purposes. He was indicted for embezzlement, and also for larceny, under Russell Gurney's Act; but the recorder ruled that that Act did not apply, and directed an acquittal. The words of the Act are, that “if any person, being a member of any co-partnership, or being one of two or more beneficial owners of any money, goods, effects, bills, notes, securities, or other property, shall steal or embezzle any such money . . . or other property of or belonging to any such co-partnership or to such joint beneficial owners, every such person shall be liable to be dealt with, tried, convicted, and punished for the same as if such person had not been or was not a member of such co-partnership, or one of such beneficial owners.” The ground of the recorder's ruling is reported to have been that, inasmuch as the Act was intended to meet cases of collectors of friendly societies, or co-operative societies in which the collector who was clearly a servant was also a partner, it could not be extended to cases where the partner was clearly not a servant. The origin of the Act is undoubted; but after careful consideration of its provisions we fail to see such limitation of its scope as respects larceny. The scope is expressed in very clear terms, as might have been expected in a statute penned by the late Mr. RUSSELL GURNEY; and not only is the statute itself clear, but there is, at least, one case upon it in which the point might have been taken, but was not. In *Reg. v. Butterworth* (12 Cox. C. C. 132)—in which the question was whether the word “feloniously” ought to have been introduced in the indictment, and the court held that “the point was really not arguable,” and affirmed a conviction under the statute—the prisoner was a member of a certain co-partnership of waste dealers,” a “*bond fide* trading partnership constituted by agreement” between the prisoner and another person, nor is there any suggestion that the prisoner's functions had been in any way those of a servant. *Reg. v. Rudge*, too (13 Cox. C. C. 17), though not in point, shows that the court is inclined to take a severe view of the statute.

A CORRESPONDENT, to whom our readers have from time to time been indebted for many valuable suggestions on conveyancing matters, sends us an admirable letter, which we print elsewhere, on the decision in *In re Flower and the Metropolitan Board of Works* (32 W. R. 1011), to which we drew attention last week. The description he gives of the inconvenience which will result if the practice contended for by the Metropolitan Board of Works is to be universally adopted, is no fancy one. We hear already of loud complaints by certain banks of the prevalence of requests for the opening of what are called “ten minutes' accounts”—that is to say, the payment of sums to or the account of trustees, which sums are immediately withdrawn. It is obvious that the banks will not be disposed to incur the trouble of these farcical accounts, and, if possible, some mode will have to be devised for evading the rules laid down in *In re Bellamy* and in *In re Flower*. The mode suggested by our correspondent—viz., that trustees should give an authority to the payer to pay money to their joint account at their solicitor's bank, and should, at the same time, give an authority to the bank to place the money, not to their credit, but to that of their solicitor, is simple and ingenious. It is probably based on some such considerations as these. If the payer of trust-money goes with the money to the bank named in the authority given by the trustees, and says, “I wish to pay this money to the joint account of A. B. and C. D.,” and the banker receives the money and gives a receipt for it as paid to their joint account, that is all that is necessary to discharge the payer. He has no notice that the trustees have directed the banker not to place it to the credit of their joint account, but to carry it to the credit of their solicitor's account, and he cannot be bound to see to the entries in the books of the bank. There is great force in

this contention; but, nevertheless, we do not feel satisfied that the device is one which can be recommended for general adoption. Its validity depends entirely on the payer's having no knowledge that the trust-money is not actually placed to the joint account of the trustees, and this seems to open up a possibility of awkward questions in case the validity of the payment should be afterwards contested by the *cestuis que trust*. Purchasers from trustees will probably think it prudent to ascertain that an account is actually to be opened in the names of the trustees. We do not mean to express a decided opinion against our correspondent's suggestion, but, as he intimates, it would be desirable that it should undergo discussion before it is generally adopted. His remark that the subject is worthy of the attention of the approaching provincial meeting of the Incorporated Law Society is one with which we thoroughly agree; but, unfortunately, the topics which are discussed at these gatherings are not always those which most keenly affect the profession. Would it not be worth consideration whether the Council should not appoint two or three special questions for discussion at each meeting?

Mr. WOLSTENHOLME's clause, to which our correspondent "H." refers, which provides, *inter alia*, that "the trustees or trustee for the time being may, in their or his uncontrolled discretion, instead of acting personally, employ and pay a solicitor or any other person to transact any business or do any act of whatever nature required to be done in the premises, including the receipt and payment of money," is, we believe, being extensively adopted in practice, and no doubt its adoption will, as time goes on, largely remove the difficulty caused by the decision in *In re Bellamy*. But it is to be observed that it does not, in terms, authorize trustees to employ one of themselves; and the words "employ and pay" seem rather to exclude from "any other person" the meaning of "one of the trustees." If the grounds of Mr. Justice KAY's decision in *In re Flower* are to be taken to be the law, the clause will require to be amended.

WE ARE GLAD to find, from a letter from the Board of Trade which a correspondent has kindly sent us, that that Board do not think it their duty to prosecute shopkeepers for using the Royal Arms, "unless in cases where the user of the Royal Arms is productive of mischief to the public." It is, indeed, impossible to see how, having regard to the terms of section 106 of the Patents Act, 1883, a prosecution could be successful unless that condition existed. But the object of the authorities appears to be, by such cases as that to which our correspondent refers, and by the recent circular to the town clerks, to frighten shopkeepers into removing from their premises everything which might possibly be construed as a semblance of Royal authority, and so to accomplish a result which they have no power to compel. If this is not the intention, why has not the letter sent to our correspondent been published by the Board to quiet the apprehensions of traders?

The list of appeals set down for hearing by the House of Lords during the ensuing session contains the names of eleven causes only, of which nine are English and two are Scotch appeals. It is not expected that their lordships will commence the hearing of these cases until the early part of November next.

Lord Coleridge, C.J., has fixed the following dates for holding the ensuing autumn assizes on the Midland Circuit, viz.:—Bedford, Monday, October 27; Leicester, Friday, October 31; Nottingham, Thursday, November 6; Warwick, Wednesday, November 12. Criminal business only will be taken at these assizes. The above dates are the commission days, and the trial of prisoners at each place will not be commenced until the following morning.

The special committee of the Liverpool City Council, appointed to consider the applications for registrarship of the Court of Passage in that city, met on Saturday week, Mr. A. B. Forwood presiding. There were originally fifty applicants for the office, the salary attaching to which is £500 per annum. The number of applications was reduced to three—viz., Mr. Henry Hodgson Bremner, barrister, Liverpool; Mr. L. Williams, barrister, Liverpool; and Mr. Arthur Hallstone, solicitor, Bradford. After careful consideration, the committee decided to recommend to the council to appoint Mr. Bremner to the office.

## THE NEW JUDICATURE ACT.

ALTHOUGH the clauses limiting the right of appeal were properly excised from the Judicature Act, 1884, during its passage through Parliament, it contains several enactments of considerable importance amongst its twenty-four sections. We propose to notice these in their order.

The first calling for comment is the 4th section, by which a divisional court of the Queen's Bench Division may be constituted of more than two judges if the President of the said division, *with the concurrence of not less than two other judges thereof*, "shall be of opinion that it is expedient so to constitute the same." Some alteration of the old law, by which the concurrence of a majority of fifteen judges had become necessary by the operation of the fusing of the Exchequer and Common Pleas with the Queen's Bench Division was plainly desirable, but we had hoped to see that alteration accompanied by some directory words pointing to the character of cases for which an extra strong court might be constituted. As is well known, the provisions of the old law have been employed for the purpose (see *Saunders v. Richardson*, L. R. 7 Q. B. D. 388) of giving an indirect appeal where the Legislature has not thought proper to give a direct one. By the present enactment the Legislature must, we think, be taken to have given a kind of indirect sanction to the clumsy expedient adopted in *Saunders v. Richardson*. It would, as we have pointed out before, have been more satisfactory if an appeal to the Court of Appeal had been given in the class of cases represented by *Saunders v. Richardson*.

The 7th section is of great and unexpected consequence, for it formed no part of the Government Bill, but was inserted in Committee of the House of Commons on the motion of Mr. G. W. Hastings. It is as follows:—

"Judges of county courts shall have every qualification conferred on her Majesty's counsel learned in the law by the Act of the thirteenth and fourteenth Victoria, chapter twenty-five."

Perhaps one per cent. of the members present when this clause was inserted would know the meaning of it, and perhaps not a large number of the whole legal profession will know when they read it that it empowers any county court judge to be placed on a commission of assize "for the dispatch of either civil or criminal business" of whatever magnitude and importance. Such is the undoubted effect of the section, as read with the little-known 13 & 14 Vict. c. 25, which, in 1850, empowered Queen's Counsel and barristers having patents of precedence to be placed on assize commissions. Whether it be wise or not to allow county court judges to act on circuit as judges of the High Court, we will not here discuss. It is sufficient to call attention to the section, and to protest against important changes in the law being made in words which convey no meaning whatever even to many lawyers.

The 8th section gives an appeal from an award upon a compulsory reference, applying, for the purposes of such appeal, the 45th section of the Act of 1873 (which, see *Crush v. Turner*, 26 W. R. 673, L. R. 3 Ex. D. 305, gives a further appeal to the Court of Appeal by leave); and has been, we imagine, inserted for the purpose of bolstering up R. S. C. ord. 59, r. 3, which we have long suspected as being *ultra vires*. Whatever rules of court can, they can neither give nor take away a right of appeal.

The 9th section at last, but to a certain extent only, deals with the long-standing difficulties disclosed by *Pontifex v. Severn*, *Longman v. East*, and *Mellin v. Monico* (26 W. R. 80, L. R. 3 C. P. D. 142). It was decided in those cases (*inter alia*), by the Court of Appeal, that a referee had no power to enter judgment, so that your official referee came to be described as a gentleman to whom you do not refer. It is now provided as follows:—

"In any cause or matter (other than a criminal proceeding by the Crown), in which all parties who are under no disability consent thereto, the court or a judge may at any time, on such terms as may be thought proper, order the *whole cause or matter* to be tried before an official referee, who shall have power to direct in what manner the judgment of the court shall be entered, and to exercise the same discretion as to costs as the court or judge could have exercised."

It will be observed (1) that a whole cause may now be referred; (2) that the referee may enter judgment; but (3) that, unless the parties consent, this wholesome amendment has no operation. The 10th and 11th sections still further extend the powers and duties of official referees, the 10th section enacting that in all cases in

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which, under sections 3, 6, or 12 of the Common Law Procedure Act, 1854, a court or judge may direct any matter to be ascertained by an arbitrator or master, such court or judge may direct such matter to be ascertained by an official referee; and the 11th section enacting that parties, without the intervention of the court, and by simple agreement of reference, may agree that any existing or future differences may be referred to an official referee, and thereupon "it shall be the duty of any one of the official referees, to whom application shall be made for the purpose, to hear and determine any difference so agreed to be referred." It will be observed that while the 10th section may be made obligatory upon the parties at the discretion of the court or judge, the 11th section can only come into operation by consent. If the 11th section should be largely put in force, it will soon become necessary to increase the number of official referees; but so great is the preference of parties for a particular arbitrator selected by themselves, that we greatly doubt whether this well-meant provision will be largely made use of. The assimilation of the duties of masters and official referees, however, and the assimilation of the powers of the Judicature Acts to those of the Common Law Procedure Acts, will, we think, command the approval of the profession.

The 13th section deals with applications to chambers in matters assigned to the Chancery Division, and provides that section 16 of 18 & 19 Vict. c. 134 (whereby business to be disposed of in chambers "shall comprise such of the matters in respect of which the Court of Chancery is empowered to make orders in a summary way as the Lord Chancellor with the advice and assistance of the Master of the Rolls and the Vice-Chancellors, or any two of them, may by general order direct"), shall "extend to all applications under any Act of Parliament heretofore passed or hereafter to be passed [of course this cannot bind future Parliaments] under which the High Court or a judge is empowered to make orders in a summary way. Inasmuch as the Rules of Court at present dealing with this matter (ord. 55, r. 2) are not quite clear or satisfactory, perhaps this section may lead up to some new rules, and it has been more than once rumoured that the powers that be have it in contemplation to harmonize the present conflicting practice in the chancery chambers under which most of the learned judges decline to hear counsel.

The 14th section is a very useful one, perhaps suggested by the remarkable case of *In re Sampson and Wall* (32 W. R. 617; see *ante*, p. 543). It enacts that when any person neglects or refuses to comply with an order "directing him to execute any conveyance, contract, or other document, or to indorse any negotiable instrument," the court may order that such conveyance, &c., "shall be executed, or that such negotiable instrument shall be indorsed by such person as the court may nominate for that purpose," in which case the conveyance, &c., or negotiable instrument is to operate as if had been executed or indorsed by the person originally directed to execute or indorse it. The section strikes us a little incomplete in not adding some directions as to the manner in which the substituted execution or indorsement is to be denoted as a substituted one. Great care will be necessary in indorsing a bill of exchange, and, looking to section 26 of the Bills of Exchange Act, 1882, the party indorsing must add words to show clearly that he indorses in a representative capacity.

By section 15, proceedings in *quo warranto* are to be deemed civil, so that in these proceedings there will now be an appeal from the High Court to the Court of Appeal under section 19 of the Judicature Act, 1873, and a further appeal from the Court of Appeal to the House of Lords under section 3 of the Appellate Jurisdiction Act, 1876. The occasional importance of these proceedings may render an appeal sometimes desirable, but we cannot but think that the advantage will be more than counterbalanced by the disadvantage of delay. A quo warranto councillor, it must be remembered, is not only himself the sufferer by such proceedings, which, as long as they continue, may more or less disarrange the whole municipal business of a town.

Section 17 is important, and may give rise to considerable difficulties. It provides that interpleader proceedings may be transferred to a county court, where the matter in dispute does not exceed £500, if it shall appear to the court or a judge that the trial "may be more conveniently" held in a county court. The county court is to be any court "in which an action or proceeding might have been brought by any one or more of the parties to such interpleader against the others or other of them, if there

had been a trust to be executed concerning the matter in question." To find out what court may act, reference must be had to the complicated provisions of section 10 of the County Court Act, 1865, and it is a misfortune that the power of transfer has not been given in terms more simple and easy to follow. However, the jurisdiction to transfer is purely discretionary, and we greatly doubt whether it will be much exercised against the consent of the parties. Section 18 also extends the jurisdiction of county courts, and, indeed, of all inferior courts, by a set of provisions as to jurisdiction in counter-claims, the most important of which is that the jurisdiction is not to be excluded "by reason that the counter-claim is for an amount exceeding the jurisdiction, provided that the plaintiff does not object in writing, within such time as may be prescribed by any rules, to the court giving relief exceeding that which the court would have had jurisdiction to administer prior to the commencement of this Act"—a fair and reasonable enactment. The "any rules" is a little ambiguous, but we think it reasonably clear that County Court Rules, and not Rules of the Supreme Court, are intended. Sections 23 and 24 give power to the Rule Committee to make rules as to appeals from inferior courts, and provide that all rules regulating the procedure of inferior courts are to be subject to the concurrence of the Rule Committee of the Supreme Court—a provision obviously and properly directed to rendering the procedure of inferior courts and of the Supreme Court as uniform as practicable.

Section 19, which is a little out of its place, deals with the vexed question of judicial patronage, and enacts that the power of filling any vacancy in the office of master of the Supreme Court, "shall be vested in the Lord Chancellor, the Lord Chief Justice of England, and the Master of the Rolls in rotation, or in such order or manner as they by agreement among themselves may determine"—that is, in three personages, of whom two, unless they should happen to be peers, cannot be put to public question in case of a job.

#### COVENANT TO PAY TAXES.

##### IV.

*Covenant to pay Duties.*—The word "duties" is of somewhat ambiguous signification. It may mean either a money payment to be made, or an act to be performed. If the former meaning is to be attached to it, then, it would seem, on the analogy of the decisions relating to "assessments and impositions," that, when it is associated with other words referring to ordinary rates and taxes, the *eiusdem generis* doctrine would be applicable, and the money payment would be considered as referring to a periodical payment in the nature of a tax. This was the construction adopted by Brett, L.J., the dissentient judge in *Budd v. Marshall* (L. R. 5 C. P. D. 481). On the other hand, the court, in *Thompson v. Lapworth* (16 W. R. 312, L. R. 3 C. P. 149), while reading the word "duties" in the tenant's covenant to pay *all taxes, rates, duties, and assessments which, during the continuance of the demise, should be taxed, assessed, or imposed on the tenant or landlord of the premises demised in respect thereof*, as referring to money payments (see L. R. 3 C. P. 157, 161), refused to apply the *eiusdem generis* doctrine (although Willes, J., described the argument that it ought to be applied as "a strong and a captivating one"), on the ground that the construction of the covenant was settled by the decisions in *Payne v. Burridge* (12 M. & W. 727) and *Sweet v. Seager* (2 C. B. N. S. 119). It is unfortunate that, in neither of the last-mentioned cases, is any stress laid on, or interpretation given of, the word "duties" which occurred in the covenant by the tenant in each of those cases; and even in *Thompson v. Lapworth* it is not very clear whether the court relied on the word "duties" or on the words "assessments assessed on the landlord." In *Budd v. Marshall* (*ubi sup.*), however, Bramwell, L.J., read the word "duties" as referring to acts to be done. Thus he says (L. R. 5 C. P. D., at p. 486), "The tenant is to bear, pay, and discharge 'all taxes, rates, duties, and assessments'; why should not that include the duty of making good the defective drainage? . . . It has been said that this covenant is applicable only to rates and taxes and charges of a similar kind. I think that a sufficient answer to that is to be found in the circumstance that the word 'duties' itself is used."

If this is the correct interpretation of the word, it is inapplicable to periodical money payments, such as rates and taxes, and a substantial reason is afforded for the non-application of the *ejusdem generis* doctrine to the word. But at present all that can be said is that in no case in which the word "duties" has occurred in a covenant, in conjunction with other words referring to payments in the nature of taxes, has the meaning of the word been restricted to periodical money payments. In *Payne v. Burridge* and *Sweet v. Seager* a covenant to pay "duties," without any reference to duties imposed on the landlord, was held to include the costs of works done by local authorities, which costs were, by the statutes under which the works were done, ultimately imposed on the landlord. In *Thompson v. Lapworth* and *Budd v. Marshall*, however, there were express words in the covenant relating to duties imposed on the landlord.

*Covenant to pay Outgoings.*—A somewhat extensive interpretation has been given to the word "outgoings." It will include tithe rent-charge and land tax (*Parish v. Sleeman*, 1 De G. F. & J. 326; see also *Jeffrey v. Neale*, L. R. 6 C. P., at p. 243); and, under a covenant by a tenant to pay "all outgoings whatsoever, rates, taxes, scots, &c., whether parochial or parliamentary" the tenant has been held bound to pay an extraordinary assessment made by commissioners of sewers for a work of permanent benefit to the land (*Waller v. Andrews*, 3 M. & W. 312; see the observation of Parke, B., in *Palmer v. Earth*, 14 M. & W., at p. 429). And it has been held that, under a covenant by a tenant to bear, pay, and discharge the sewer rate, tithes, rent-charge in lieu of tithes, and all other taxes, rates, assessments, and outgoings whatsoever . . . charged, assessed, or imposed upon the demised premises, or upon the landlord or tenant in respect thereof, the tenant was bound to pay the expense of making a drain which, under 29 & 30 Vict. c. 90, s. 10, the landlord might have been required by the sewer authority to make, but which the sewer authority had required the tenant to make. In *Midgley v. Coppock* (28 W. R. 161, L. R. 4 Ex. D. 309) an agreement by a vendor to discharge all rates, taxes, and outgoings up to the time of completion, was held to include a sum apportioned for the cost of improvements in a street effected by a corporation under a local Act. It will be observed that in the only modern case decided between landlord and tenant as to the construction of the word "outgoings," there were express words relating to outgoings imposed on the landlord.

This completes our examination of the meaning attached by the courts to particular words contained in covenants to pay taxes; but, before we proceed to sum up the results of our investigation, and to consider their effect upon the practical question of the words which should be used in the covenant to pay taxes, there are one or two matters which should be investigated. The first of these is the

*Effect of a Covenant to pay Rent without Deduction.*—This is a question which has never, so far as we know, been much considered, and on which the views of judges appear to have varied very considerably. In some cases it appears to have been thought that a reservation of rent without any deduction, or a covenant by a tenant to pay rent without any deduction, showed an intention that all outgoings should be thrown on the tenant; that the landlord should receive a certain rent, and should be free from all outgoings in respect of the demised premises. Thus, in the early case of *Barrett v. Bedford* (6 T. R., at p. 605), the court based their decision, throwing the expense of rebuilding a party-wall on the tenant, mainly on the proviso at the end of the covenant by the tenant to pay taxes—"it being the intent of these presents that the landlord should receive" the rent "without any deduction or allowance out of the same"—a proviso which does not seem materially to differ from the ordinary covenant to pay rent without deduction. And in *Sweet v. Seager* (2 C. B. N. S. 119), great stress was laid by the court on the intention shown by the tenant's covenant, to pay rent "without any deduction whatsoever in respect of any taxes, rates, assessments, impositions, or any other matter or thing," that the lessor "should receive a certain sum wholly independent of any taxes or assessments of any description or upon any account" (see p. 133). In *Crosse v. Raw* (23 W. R. 6, L. R. 9 Ex., at p. 213), Pollock, B., bases his decision partly upon the covenant by the tenant to pay the rent reserved "free and clear of and from all rates, taxes, charge, assessments, and deductions whatsoever." "It is certain," he says, "that the general scope and intent of the covenant and

the reservation was, that the landlord should get the rent clear of all charges whatsoever." In *Rawlins v. Briggs* (27 W. R. 138, L. R. 3 C. P. D., at p. 371), again, Lindley, J., refers to the tenant's covenant to pay the rent "without any deduction or abatement," and says it is "material, as throwing light upon the next covenant" [to pay taxes]. And in *Hartley v. Hudson* (L. R. 4 C. P. D. 367), the same learned judge states, in his judgment, the tenant's covenant to pay rent "free from taxes, rates, charges, deductions, and impositions whatsoever," but does not afterwards refer to it.

On the other hand, there are many cases in which no importance appears to have been attached to the reservation of rent without deduction, or to the covenant by the tenant to pay rent without deduction. Thus, in *Payne v. Burridge* (12 M. & W. 727), the decision in favour of the landlord does not seem to have been based on the covenant by the tenant to payment without any deduction; nor was a similar covenant noticed in the judgment in *Lockwood v. Wilson* (22 W. R. 919), nor in *Budd v. Marshall*, (L. R. 5 C. P. D. 481). In *Jeffrey v. Neale* (L. R. 6 C. P. 240) the court expressly declined to decide upon the effect of a reservation of rent "without any deduction or abatement whatsoever," except in respect of certain taxes which were to be paid by the landlord; the rent having been actually paid without deduction; but as the court decided that the tenant's covenant to pay "all taxes and assessments whatsoever for or in respect of the demised premises," except the taxes agreed to be paid by the lessor, did not extend to tithe rent-charge, it is obvious that they did not regard the reservation of rent without deduction as showing an intention that all outgoings should be paid by the tenant. On the whole, however, it may probably be concluded that a covenant by the tenant to pay rent without any deduction, though not conclusive, tends to strengthen any intention which may be gathered from the covenant to pay taxes, that the tenant shall bear all outgoings.

*Effect of Exceptions from the Tenant's Covenant to pay Taxes.*—A curious doctrine was laid down in *Jeffrey v. Neale* (L. R. 6 C. P., at p. 242). In his judgment in that case Bovill, C.J., says, "Certain ordinary landlord's taxes are specifically excepted from the covenant [by the tenant to pay taxes]. Tithe rent-charge, which is a charge that falls on the landlord, is not specifically referred to. Thus, we find a lease which expressly deals with certain usual landlord's taxes, throwing them on the lessor, and makes no mention whatever of tithe rent-charge. It appears to me that it would be doing violence to the terms of such an instrument to hold that tithe rent-charge was intended to be included in the terms of it." And Byles, J. (p. 243), says that "the exception helps the construction which I should, without it, have been prepared to put upon the words [in the tenant's covenant to pay taxes] 'taxes and assessments'—viz., that they do not include tithe rent-charge." The reasoning on which these learned judges appear to have founded their conclusions is certainly remarkable. The exception of taxes not to be paid by the tenant did not mention tithe rent-charge; therefore tithe rent-charge was not to be paid by the tenant! In *Lockwood v. Wilson* (22 W. R. 919) the omission of tithe rent-charge from the exception in the tenant's covenant was used by the court (if we may venture to say so) somewhat more rationally, as showing that it was intended to be paid by the tenant. "The special exception of property tax [in the tenant's covenant to pay taxes]," they said, "showed that no other burden was to be borne by the landlord. On the other hand, in *Hartley v. Hudson* (L. R. 4 C. P. D. 367) and *Wilkinson v. Collyer* (32 W. R. 614), and many other cases, no attention has been paid to the exceptions from the tenant's covenant to pay taxes; and we do not think that any importance can be attached to them as helping the construction of the rest of that covenant.

The following arrangements have been made by the judges of the Queen's Bench Division for transacting the business of their courts during the ensuing Michaelmas sittings—viz., Three courts will sit in Banco, the first of which will consist of Huddleston, B., and Stephen and Cave, J.J.; the second will be formed of Pollock, B., and Hawkins and A. L. Smith, J.J.; and the third will be composed of Mathew and Day, J.J. Six courts will sit to try cases with and without juries, the judges who will hear them being Lord Coleridge, C.J., and Denman, Field, Manisty, Lopes, and Wills, J.J. Grove, J., will be the judge in attendance at chambers during the sittings.

## CORRESPONDENCE.

## PAYMENT OF PURCHASE-MONEY TO TRUSTEES.

[To the Editor of the *Solicitors' Journal*.]

Sir,—The decisions of the Court of Appeal in *In re Bellamy and The Metropolitan Board of Works*, and of Mr. Justice Kay in *In re Flower and The Metropolitan Board of Works*, to which you call attention in last week's issue, illustrate the manner in which a good deal of English law has been, and still is, made, much to the inconvenience of some of the people who are concerned in the administration of it.

In their anxiety to protect persons who were not very well able, and in many cases wholly unable, to protect themselves, the judges of the old Court of Chancery established a series of rules, admirable in theory, but which proved so inconvenient in practice, that the ingenuity of draftsmen rapidly discovered a method of escaping from the consequences of the doctrines so elaborately enunciated. Such, for example, was the principle that any person paying money to trustees was responsible in ordinary cases for its due application; out of which sprung the common form of trustees' receipt clauses. Again, the efforts of the equity judges to make trustees sureties for each other, and for their agents and employés, gave rise to the trustees' indemnity clauses, elaborated more and more, as decision after decision suggested improvements; and these are but instances which might easily be multiplied.

When the habit of inserting such clauses had become so universal that the provisions themselves were known as common forms, and lithographed by the room for the convenience of conveyancers, the Legislature at last intervened, and at the instance of one of the most eminent judges who ever sat in chancery, amended the law so as to render the common forms to which I have alluded unnecessary, by making the receipt of trustees a sufficient discharge to purchasers and mortgagees, and giving to trustees a statutory indemnity similar to that usually provided by instruments creating a trust.

The same process will have, in all probability, to be gone through with reference to the questions *sub lite* in the two cases of *Bellamy and The Metropolitan Board and Flower and The Metropolitan Board*, and, indeed, if I may use such a term, this process has already advanced a stage or two.

Before the decision in *Bellamy's case* it was, I believe, the general opinion of both branches of the profession that trustees, like absolute owners, could give to their solicitors authority to receive purchase-money, and that after the passing of the Conveyancing Act the production of the purchase deed duly executed was sufficient evidence of such authority, and certainly the *dictum* in the last edition of Mr. Lewin's work on Trusts supported such opinion. It is true the solicitors for the Metropolitan Board of Works adopted a different practice; but I believe they stood almost alone. The recent decisions will, I take it, oblige the profession to insist on some such precaution when paying moneys to trustees as that successfully contended for by the board; but what will be the ultimate result of the two cases which render such precautions necessary?

Already the Council of the Incorporated Law Society have circulated among members of the society a clause settled by an eminent conveyancer, which they recommend for adoption and insertion in all instruments creating trusts. It empowers trustees to, among other things, employ a solicitor or other person to do any act including the receipt of money. To what extent this form will be used I know not. I have inserted it with, some slight alterations, in every instrument I have prepared since I received it. By and bye, if it comes into general use, it will receive a judicial construction, will be amended and extended to meet judicial criticism, and ultimately the effect of it will be embodied in an Act of Parliament.

But in the meantime, what are we to do? and what practice are we to follow when completing purchases from trustees? If the practice of requiring the purchase-money to be paid into a bank in the names of all the trustees is to be universal, it will either cause no small trouble and expense, or will degenerate into a farce. Then, again, is it to be adopted only when money is paid to trustees as such, or must it also be followed where no trust being actually disclosed, the purchaser, or his solicitor, is perfectly well aware that the persons receiving the money are in fact trustees, as in the case of money being paid to joint mortgagees, especially where the purchaser has express notice, as is frequently the case, that the mortgage-money is part of the trust fund?

Trustees do not always keep a separate banking account; it may be said they ought to do so, but in many cases a trust has been wound up save in respect of some small properties remaining unsold, and many instances will occur to every solicitor in large practice in which the keeping of a separate account for a particular trust would be a needless trouble and expense. If the practice contended for by the Metropolitan Board is to be universally adopted, the annoyance and expense of getting temporary accounts opened will, I am quite sure, be too considerable to be patiently endured, and will be evaded,

A few months back some executors insisted on paying a legacy to trustees to the credit of those trustees at a bank. As the trustees had no banking account, the course I adopted was to address an authority by the trustees to the executors to pay the legacy to their account at the —— Bank (my own bankers), and, at the same time, I took from the trustees a letter to the manager of the bank desiring him, on receipt of the money, to place it, not to their credit, but to the credit of my account. This seems a simple way of getting over the difficulty, where trustees desire, as is the case nine times out of ten, that purchase-money shall be paid to their solicitor.

I would not ask you to find room for so lengthy a letter, but that the matter is one of very serious importance to the profession. If a purchaser is bound, when dealing with trustees, to pay the purchase-money to them personally or to their credit at a banker's, and, if neglect to do so may render him responsible, should the solicitor or other person authorized to receive it misappropriate it, it is surely of the utmost importance that the practice should be adapted to this state of the law. Is there any matter more worthy of the attention of the ensuing meeting of the Law Society at Birmingham than this? Is it not one on which some opinions may well be expressed and some resolution come to then? H.

Hereford, October 6.

## ROYAL ARMS.

[To the Editor of the *Solicitors' Journal*.]

Sir,—I had occasion, shortly after the *Gazette* notice referred to in your paragraph in this week's issue, to apply to the Lord Steward in order to ascertain if the simple user of the Royal Arms as an ornament on the shop front and bill heads of a client, without any words "By Appointment," or other similar words, would render the client liable to the penalty clause of the last Patents Act. In reply, I received the lithographed letters which I herewith enclose, showing that my client was safe from any prosecution.

In the case on which I imagine your remarks are based, the parties, beside using the Royal Arms, described themselves as "Photographers to the Queen," possibly without due authority.

29, Mark-lane, London, E.C., Oct. 8. T. PALLISTER YOUNG.

[The following are the letters referred to by our correspondent :—

Board of Trade (Railway Department).

London, S.W., 23rd April, 1884.

Gentlemen,—I am directed by the Board of Trade to acknowledge the receipt of your letter of the 22nd inst. upon the subject of the use of the Royal Arms, as affected by the provisions of section 106 of the Patents &c., Act, 1883.

In reply I am to inform you that the Board of Trade have no authority to put an interpretation on the Act, nor will it be their duty to prosecute unless in cases where the user of the Royal Arms is productive of mischief to the public.

A question has been put to the Solicitor-General in the House of Commons, of which, and of his reply, copies are enclosed.

If you are advised that you have no sufficient grounds to authorize you in the user stated, your safe course will be either to discontinue such user, or seek official permission to continue the practice by application to the Home Office.—I am, Gentlemen, your obedient servant,

HENRY E. CALCRAFT.

Messrs. Young &amp; Sons, 29, Mark-lane, E.C.

## Exhibition of the Royal Arms.

Mr. Arnold asked the Solicitor-General, with reference to clause 106 of the Patents for Inventions Bill imposing a penalty not exceeding £20 upon the unauthorized assumption of the Royal Arms, whether engravers and designers who produced, and tradesmen who, for loyalty and ornament, displayed, the Royal Arms, on trade labels, shop fronts, paper bags, and in other ways, but without any word or words implying that they made such assumption by authority, would be free from liability.

The Solicitor-General said a person displaying the Royal Arms under the circumstances mentioned would not render himself liable to the penalty provided by the clause.]

## CUSTODY OF TITLE DEEDS

[To the Editor of the *Solicitors' Journal*.]

Sir,—The case of *Northern Counties of England Fire Insurance Company v. Whipp* (reported in *SOLICITORS' JOURNAL*, ante, p. 429) is an example of a risk caused to mortgagees and purchasers by negligence on the part of the owner or first mortgagee in the custody of his title deeds. In that case a company took a legal mortgage of a freehold property from their manager, and placed the title deeds in a safe to which he had free access; the manager afterwards executed a mortgage of the same land to another person, handing over all

the title deeds except the company's mortgage. It was held that the company's negligence in the custody of the title deeds was not such as to entitle the second mortgagee to priority.

It results from this that a purchaser or mortgagee from a confidential servant of any company or firm, or from any partner in a firm, ought to inquire of the company or the other partners whether the title deeds belong to them or not; and that no purchaser or mortgagee is secure unless he is personally acquainted with the vendor or mortgagor, since the latter may, for all he knows, be a confidential servant of a company or a partner in a firm.

A very simple statutory alteration of the law would, it seems to me, suffice to remove this risk. It might be enacted that if any owner or mortgagee parts with any title deeds to the custody of which he claims to be entitled, or allows them to be in the possession or under the control of any other person, without having previously indorsed a memorandum of the conveyance to himself on the deed next in date before such conveyance, and on all prior deeds upon which no memorandum of any subsequent deed shall have been indorsed, he shall be liable to subsequent *bond fide* purchasers or mortgagees without notice for any loss incurred by them by reason of his default.

W. F. WEBSTER.

Oct. 7.

[Would not the proposed enactment require the insertion of the words "except his solicitor or banker," after the words "of any other person," to make it workable? See *Whipp's case*, discussed *ante*, p. 473.—ED. S. J.]

#### JURORS.

[To the Editor of the *Solicitors' Journal*.]

Sir.—I should be much obliged if any of your readers could inform me whether solicitors in practice are exempted from serving on coroner's juries.

H.

Gray's-inn.

[See 33 & 34 Vict. c. 77 s. 9, and schedule, which exempt from serving on "any juries or *inquests whatever*" "solicitors if actually practising and having taken out their annual certificates, and their managing clerks." But if the solicitor's name is placed in the list, he must claim exemption before the revision of the list: see section 12.—ED. S. J.]

#### CASES OF THE WEEK.

##### CASE BEFORE THE VACATION JUDGE.

**EXECUTORY TRUST—SETTLEMENT BY REFERENCE—ERRONEOUS REFERENCE.**—In the case of *In re The Earl of Sandwich, deceased*; *The Earl of Sandwich v. Lord Hylton*, before Chitty, J., sitting as Vacation Judge, on the 8th inst., a motion was made to obtain the declaration of the court as to the true construction to be placed upon the will of the late Earl of Sandwich. It appeared that the late earl, who died on the 3rd of March last, by a post-nuptial settlement, made in 1839, settled estates at Hinchingbrooke in strict settlement, with usual powers of jointuring and raising portions for younger children, and also charged in aid of such powers other estates at St. Neots and in Limerick, of which the late earl was owner in fee. The late earl, by his will, made in 1882, and which appeared to be in his own handwriting, devised his fee-simple estates to the present earl as tenant for life, with remainder to his first and every other son in tail male successively, according to seniority, with remainders over, in strict settlement, in favour of the testator's other issue, and the testator declared that the estates so devised were given on the express condition that the present earl, who, upon the testator's death, became, under the settlement of 1839, tenant in tail in possession of the Hinchingbrooke estates should, within eight calendar months after the testator's death, by proper deeds drawn to the satisfaction of the testator's trustees, execute the necessary disentailing assurances and settle and assure those estates "to the same uses and with and subject to the same powers of jointuring or charging portions and other powers and provisions as are in said heretofore (*sic*) limited and contained concerning the said real estates settled by this will." The provisions in the testator's will settling the St. Neots and the Limerick estates in no way referred to any powers of jointuring or raising portions, and the question therefore arose whether the above words could be construed as authorizing an insertion in the settlement directed by the testator of the Hinchingbrooke estates of powers of raising jointures and portions. It appeared that the Hinchingbrooke estates were at the present time charged with £30,000 for portions, but that there were no jointures at present chargeable. The case of *Sackville-West v. Holmedale* (L. R. 4 H. L. 543) was cited, and Lord Chelmsford's judgment therein specially referred to. Chitty, J., said that, although the words in question were doubtless obscure—which was not to be wondered at when it was borne in mind that the will appeared to have been drawn by the testator himself—yet it was plain that the testator had in contemplation a settlement which should contain some kind of powers of jointuring and raising portions. The clause containing the words of reference was plainly erroneous and grammatically defective. It was also obvious that some necessary words

had been omitted from the clause; and, without attempting to redraw it, he should make an order which should satisfy what must be said to be the meaning of the testator. He therefore declared that there should be inserted in the settlement directed by the testator a power to each successive tenant for life to further charge the Hinchingbrooke estates with a jointure of £2,000 per annum and portions for younger children not exceeding £30,000, with a provision that the estates should never be subject, at any one time, to more than £2,000 per annum for jointures, or more than £45,000 for portions.—*Counsell, Marten, Q.C., and Warrington; Method; Brabant. SOLICITORS, Collyer-Bristow, Withers, Russell, & Hill; Gregory, Bowcliffe, & Co.; Capron, Dalton, Hitchins, & Brabant.*

#### MANCHESTER CITY SESSIONS.

(Before Mr. H. W. War, Q.C., M.P., Recorder.)

Oct. 1.—*Reg. v. Hoffman.*

31 & 32 Vict. c. 116—Embezzlement or larceny by partner.

Harry Hoffman was indicted for having, on the 8th of May last, whilst he was a member of a co-partnership, received into his possession the sum of £1 4s. on account of that co-partnership, and embezzled it; also with having embezzled the sum of £4 17s. on the 21st of June, and the sum of £4 17s. 6d. on the 11th of July.

*Cottingham and McKeand* appeared for the prosecution; and *Nash and Overend Evans* were for the defendant.

*Cottingham*, in opening the case said that, on the 25th of March in this year, Hoffman entered into partnership with Mr. A. R. Chamberlin, and they carried on business as wine and spirit merchants. Mr. Chamberlin brought the sum of £150 into the firm, whilst Hoffman only brought in the sum of £50. They commenced business in March, and so early as April Hoffman began to make away with partnership property, and to spend the partnership money for his own private purposes. Not only did he do that, but when asked by Mr. Chamberlin if he had collected certain accounts, he denied that he had done so, the fact of the matter being that he had received those accounts and applied the proceeds to his own private purposes. Hoffman did not account in any way for some of the sums of money he received. He also took cheques out of the cheque-book belonging to the firm, signed them in the name of the firm, got possession of the money, and applied it to his own use. This went on for some time, and ultimately Mr. Chamberlin received a note from the bank telling him that his account was overdrawn. Cheques signed by Hoffman were produced by the bank authorities, and of those cheques Mr. Chamberlin had previously had no knowledge. The cheques had been taken from the end of the cheque-book and not in their consecutive order, the motive for this no doubt being to conceal the fact that they had been taken out by Hoffman. The matter was put into the hands of the police, and Hoffman was apprehended at Blackpool, where he had been staying for some time. When he was arrested the warrant charging him with these offences was read over to him, and he replied, "It is all right. I have lost the money by card-playing and betting on horse races."

The RECORDER expressed the opinion that there was no case against Hoffman. What offence did Mr. Cottingham charge him with?

*Cottingham*: Embezzlement.

The RECORDER: How can a man embezzle unless he is a clerk or a servant?

*Cottingham* contended that the Act to amend the law relating to larceny and embezzlement was passed to meet such cases as this.

The RECORDER said the Act was directed to this—that the fact of a man being a partner should not protect him against a charge of larceny or embezzlement. How could a charge of embezzlement have been proved in this case if Hoffman had not been a partner.

*Cottingham* urged that if that was a well-founded view of the law that Act of Parliament was a dead letter. A partner could never be made responsible for embezzling the property or stealing the property of the co-partnership unless he was also a servant, but it very seldom happened that a co-partner was a servant.

The RECORDER said the object of the Act of Parliament was to provide that where a man was a clerk or servant in a firm of which he was also a member, he could be tried for embezzling money which he received whilst acting in his capacity of clerk or servant and misappropriated. The cases it was chiefly intended to meet were those of collectors for friendly societies or co-operative societies, in which the collector was also a member.

*Cottingham* again urged that the object with which the amending Act of Parliament was introduced was to meet every case of embezzlement, or of conduct on the part of a partner which, if he had not been a partner, would amount to embezzlement.

The RECORDER, after some further discussion, said that according to the way in which the case had been opened Hoffman had lawfully received the money into his possession. There was no trespass or larceny in that. It seemed to him, although he spoke with great diffidence, that there could be no embezzlement unless the man was a clerk or a servant. He had been told that several people had been convicted in this country of offences of this character, but he could not himself see how, in the absence of the position of clerk or servant, the offence of embezzlement could be committed. His impression was that it was the most essential part of the offence of embezzlement that the person who embezzled must be a clerk or servant, or else there could be no embezzlement. The amending Act did not seem to him in the slightest degree to alter the quality of the offence of embezzlement.

*Cottingham* submitted that the improvement intended by the law was to

do away with the relation of master and servant where a partnership had been proved to exist, and where a man had dealt with the property of the firm in such a manner that if he had not been a partner he could have been tried and punished.

The Recorder, however, ruled that there was no case, and directed the jury to acquit Hoffman on the three counts contained in the indictment, at the same time remarking that people must not try to make a criminal court the means of investigating partnership accounts with regard to which there was a dispute.

Cottingham then proceeded to state the charge of larceny against Hoffman. The first count of the indictment charged him with stealing four cheques, the second and third counts each charging him with stealing £10 in money.

The Recorder asked how there could be a charge of larceny when there was no trespass. There could be no trespass in Hoffman's taking out one of the cheques; and the first element of a larceny was a trespass.

Cottingham contended that it was not necessary, in a larceny of this kind, that there should be a trespass.

The Recorder, however, ruled that it was, and directed the jury to acquit Hoffman on this charge also.

There were other indictments against Hoffman, but after the ruling of the recorder Mr. Cottingham declined to proceed with them.

The Recorder, in directing the jury to acquit Hoffman on these other indictments, said the law was very careful to prevent anything relating to mere partnership transactions being dealt with criminally. It was a very important thing that the distinction should be kept perfectly clear, and if a man drew more money out of the concern than he was entitled to, or if he applied some of it to his own use, it was rather a matter for another court, and not one for which he ought to be brought there.

*Verdict—Not Guilty.*

#### COUNTY COURTS.

##### MANCHESTER.

(Before Judge RUSSELL, Q.C.)

Oct. 3.—Price v. The Lancashire County and Manchester Cricket Club.

This was an action brought by Mr. Mark Price to recover the sum of 18s., which he had paid for the admission of himself and four friends to the cricket ground at Old Trafford and to the grand stand on Whit Saturday, the 7th of June, the last day of the match between the Lancashire County Eleven and the Australians. The action was brought against Mr. J. MacLaren, the treasurer of the county cricket club.

Chorlton appeared for the plaintiff, and E. B. Rowley (Messrs. Rowley, Page & Rowley) for the defendants.

On the day in question the plaintiff, in company with four friends, went to Old Trafford to see the finish of the match between the Lancashire eleven and the Australian cricketers, and paid 18s. for admission to the ground and grand stand. He entered the ground about twenty minutes to four o'clock, and in about ten minutes play was discontinued. He thereupon asked that his money might be returned to him, but was unable to obtain it, and hence the present action. The defence was that there was no contract to continue the play, and that the plaintiff and the persons who entered the ground with him paid their money and took their chance of the cricket going on. The weather was very unfavourable that day, and in the opinions of the captains of the respective teams—Mr. A. N. Hornby and Mr. W. L. Murdoch—the ground was quite unfit to play upon. It was submitted that the question as to whether play should be continued or not rested with the captains of the players, and not with the club.

His Honour agreed with this opinion, and gave judgment for the defendants, with costs on the higher scale, remarking that he had the power to give costs on the higher scale in cases of public bodies like this, and he intended to use it.

#### LEGAL APPOINTMENTS.

MR. JOHN NUGENT LENTAIGNE, barrister, has been appointed Clerk of the Crown and Hanaper in Ireland. Mr. Lentaigue was called to the bar at Dublin in 1870, and he has been for some time secretary to the Lord Chancellor of Ireland.

MR. GEORGE FOTTRILL, junior, solicitor, of Dublin, has been appointed Crown Solicitor for the city and county of Dublin. Mr. Fottrell is the son of Mr. George Fottrell, solicitor, of Dublin. He was admitted in 1871, and he was for a short time solicitor to the Irish Land Commission.

MR. WILLIAM COMBE PETHERAM, Q.C., Chief Justice of the North-West Provinces of India, who has received the honour of Knighthood, is the son of Mr. William Petheram, and was born in 1835. He was called to the bar at the Middle Temple, in Hilary Term, 1869, having previously practised as a special pleader. He was a member of the Western Circuit, and he became a Queen's Counsel in 1880. Sir W. Petheram is a bencher of the Middle Temple.

#### DISSOLUTIONS OF PARTNERSHIPS.

HENRY GEORGE BEACHEY and RICHARD BURGASS WOOSNAM (Beachey & Woosnam), solicitors, Newton Abbot, Devon. July 30. The said busi-

ness will henceforth be carried on by the said Richard Burgass Woosnam alone at Newton Abbot aforesaid.

THOMAS MALLAM and GEORGE MALLAM (T. & G. Mallam), solicitors, Oxford. September 30. The said Thomas Mallam will exercise his profession at 128, High-street, Oxford, and the said George Mallam at No. 1, Saint Aldate-street, Oxford.

[*Gazette*, October 7.]

#### SOCIETIES.

##### INCORPORATED LAW SOCIETY.

The following are the arrangements for the eleventh annual provincial meeting to be held at Birmingham on the 20th—23rd insts.

##### ORDER OF PROCEEDINGS. Monday, October 20.

9 p.m.—Reception and *conversations* by the Mayor (Alderman William Cook) at the Council House.

##### Tuesday, October 21.

11 to 1.30.—Inaugural address by the President, Mr. C. T. Saunders; and reading and discussion of papers—Council Chamber, Council House.

1.30 to 2.30.—Luncheon, provided by the Birmingham Law Society—Council House.

2.30 to 4.30.—Reading and discussion of papers—Council House.

The following papers will be read:—"Leasehold Enfranchisement," Mr. M. H. Levinton (London); "The Land Registry," Mr. L. M. Biden (London); "The Registration of Land," Mr. R. Addams-Williams (Newport, Mon.); "On Customs of Descent," Mr. J. R. Pearce (East Grinstead); "Judges and Solicitors," Mr. A. M. Ellis (Newmarket); "Law Hospitals," Mr. F. W. Blunt (London); "Solicitors' Foundation School," Mr. H. J. Osborne (Shifnal, Salop).

7 p.m.—Dinner at the New Assembly Rooms, Hagley-road, Edgbaston, tickets 25s. each; the President of the Birmingham Law Society (Mr. Thos. Horton) in the chair.

##### Wednesday, October 22.

10 a.m.—Meeting of Solicitors' Benevolent Association—Council House.

11 to 1.30.—Reading and discussion of papers—Council House.

1.30 to 2.30.—Luncheon, provided by the Birmingham Law Society—Council House.

2.30 to 4.30.—Reading and discussion of papers—Council House.

The following papers will be read:—"The Law Society Calendar," Mr. B. G. Lake (London); "Costs in Contentious Business," Mr. James White (London); "Amalgamation of the Two Branches of the Profession," Mr. J. H. Dransfield (Huddersfield); "Fusion of the Two Branches of the Profession," Mr. H. Symonds (Dorchester); "Owners' Property in Licences for the Sale of Intoxicating Liquors," Mr. T. Holmes Gore (Bristol); "Dealing in Bank Shares," Mr. S. S. Seal (London); "Custody of Infants," Mr. G. R. Dodd (London).

9 to 11.30 p.m.—*Conversations* by the Birmingham Law Society at the Rooms of the Royal Society of Artists, New-street.

##### Thursday, October 23.

It is proposed to carry out the following excursions; and gentlemen attending the meeting will very much facilitate the local arrangements with the railway companies and for the luncheons if they will, as early as possible, inform the local hon. secretary which of the excursions they propose to attend:

1.—To Blenheim Palace (by the kind invitation of His Grace the Duke of Marlborough). The party taking part in this excursion will leave the Great Western Railway Station, Birmingham, at 10.5 a.m., arriving at Woodstock-road about 11.50, whence they will drive about four miles to Blenheim Palace. Luncheon will be provided at Woodstock—which is close to the palace—by the Birmingham Law Society, and arrangements will be made for returning to Birmingham in the evening. Tickets to cover the railway fare, 13s. 6d.

Any gentlemen wishing to go to London, or to the West, will be able to catch convenient trains at Oxford.

2.—To Stratford-on-Avon. The party taking part in this excursion will leave the Great Western Railway Station, Birmingham, at 10.5 a.m., arriving at Stratford-on-Avon at 11.5. Shakespeare's house and the other objects of interest will be visited. Luncheon will be provided by the Birmingham Law Society. The return journey will be made to Birmingham by the train leaving Stratford-on-Avon at 5.10 p.m., arriving at Birmingham at 6.30 p.m. Tickets, to cover the railway fare, 6s.

3.—To Lichfield. The party taking part in this excursion will leave the London and North-Western Railway Station, New-street, Birmingham, at 11.25 a.m., arriving at Lichfield City Station at 12.10 p.m. Arrangements will be made for an inspection of the Cathedral and for an organ recital on the occasion. Luncheon will be provided by the Birmingham Law Society, and the return journey to Birmingham will be made in the afternoon—leaving Lichfield at 4.7, and arriving at Birmingham at 5.10 p.m. Tickets, to cover the railway fare, 4s. Any gentlemen wishing to join the London and North-Western Main Line can do so by driving to the Lichfield Trent Valley Station.

*Note.*—Should it be found necessary to limit the number of persons taking part in any one of the excursions preference will be given to visitors. A limited number of ladies' tickets will be issued for each excursion at the above fares.

A large number of manufactories in Birmingham may be inspected at certain times on the production of member's ticket.

By the courtesy of his Worship the Mayor of Birmingham, Alderman Cook, the society has been granted the free use of rooms in the Council House.

The meetings will be held in the Council Chamber, and luncheon will be served in the Banqueting Room.

A reading and writing room for the convenience of members will also be provided in the Council House.

The hon. secretary of the Birmingham Law Society, Mr. Arthur Godlee, will have an office there, where inquiries with reference to excursions and other matters will be attended to.

## OBITUARY.

### MR. PARKIN WIGELSWORTH.

Mr. Parkin Wigelsworth, solicitor (of the firm of Staniland & Wigelsworth), of Boston, died at St. Malo, France, on the 20th ult., at the age of seventy. Mr. Wigelsworth was born in 1814. He was admitted a solicitor in 1851, and he had practised for over thirty years at Boston. He had been for many years associated in partnership with Mr. Robert William Staniland, who is town clerk of Boston and registrar of the Boston County Court. Mr. Wigelsworth was a perpetual commissioner for Lincolnshire, and he had a large private practice. He was clerk to the Commissioners of Property Tax, and deputy-registrar of the Boston County Court. He had been for many years connected with the Boston Corporation, and he was, at the time of his death, one of the borough aldermen, and a member of the Boston Board of Guardians.

### MR. EDWARD VAUGHAN RICHARDS, Q.C.

Mr. Edward Vaughan Richards, Q.C., died suddenly at the Grand Hotel, Bath, on the 27th ult., from disease of the heart. Mr. Richards was the eldest son of Mr. William Parry Richards, and grandson of Lord Chief Baron Sir Richard Richards, and was born in 1822. He was educated at Merton College, Oxford, where he was well known as a boating man, and he rowed as stroke of the Oxford boat in an inter-university race. He was called to the bar at the Inner Temple in Easter Term, 1847, and he practised on the Oxford Circuit. He received a silk gown in 1868, and thenceforth confined himself to parliamentary business, and was for many years one of the principal leaders in the committee rooms. Mr. Richards was married, in 1866, to the daughter of Mr. Robert Wharton, of Dryburn, Durham. He was a bENCHER of the Inner Temple.

### MR. CHARLES HENRY LOVELL.

Mr. Charles Henry Lovell, solicitor, the head of the firm of Lovell, Son, & Pitfield, of 3, Gray's-inn-square, died at Eastbourne on the 21st ult. Mr. Lovell was born in 1815. He was admitted a solicitor in 1838, and has practised for about forty-five years in Gray's-inn. He was, at the time of his death, associated in partnership with his son, Mr. Walter Lovell, who was admitted a solicitor in 1868, and with Mr. Thomas John Pitfield. Mr. Lovell had been for over forty years clerk to the Glaziers' Company, and he had a very extensive private business. He was a liberal supporter of many religious, charitable, and educational institutions, and he was for several years a member of the School Board for London, as a representative of the Finsbury Division. Mr. Lovell leaves a widow and five children. He was buried at Highgate Cemetery on the 27th ult.

### MR. CHARLES EHRET GROVER.

Mr. Charles Ehret Grover, solicitor, of Hemel Hempstead, died on the 29th ult., at the age of eighty-one, after a short illness. Mr. Grover was born in 1803. He was admitted a solicitor in 1825, and he had practised for over half a century at Hemel Hempstead. He was at the time of his death associated in partnership with his son, Mr. Walter Grover, who was admitted a solicitor in 1865, and coroner for the Hemel Hempstead Division of Hertfordshire. Mr. Grover had a large private practice. He was a perpetual commissioner for Hertfordshire, and he held several important appointments. He was clerk to the county magistrates for the Dacorum and Ivinghoe Divisions, and clerk to the Commissioners of Income and Assessed Taxes. He had been clerk to the Hemel Hempstead Board of Guardians ever since its formation, and superintendent registrar for the district. The Hemel Hempstead Guardians have passed resolution expressive of their sense of Mr. Grover's valuable services for nearly fifty years as their clerk, and of condolence with his family.

### MR. MICHAEL O'SHAUGHNESSY, Q.C.

Mr. Michael O'Shaughnessy, Q.C., who was one of the oldest members of the legal profession in Ireland, died at his residence, Stonehenge, Killiney, near Dublin, on the 28th ult., in his eighty-seventh year. Mr. O'Shaughnessy was called to the bar at Dublin in 1828. He was created a Queen's Counsel in 1859, but he had for many years ceased to practise. Mr. O'Shaughnessy was a magistrate for the county of Limerick.

*The Central Law Journal* says that it costs 10dols. for a Chicago lawyer to inform the court that he is "a bloated old rhinoceros." The tariff for naming the judge a "sacred white elephant" has not yet been fixed.

## NEW ORDERS, &c.

### ORDER OF TRANSFER.

Monday, the 25th day of August, 1884.

Whereas, from the present state of the business before Vice-Chancellor Bacon, Mr. Justice Chitty, Mr. Justice North, and Mr. Justice Pearson respectively, it is expedient that a portion of the causes assigned to Mr. Justice Pearson should be transferred to the Vice-Chancellor Bacon, and that a portion of the causes assigned to Mr. Justice Chitty should, for the purpose only of trial or hearing be transferred to Mr. Justice North; now I, the Right Honourable Roundell, Earl of Selborne, Lord High Chancellor of Great Britain, do hereby order that the several causes set forth in the schedules hereto be transferred as follows—that is to say, those in the first schedule from Mr. Justice Pearson to Vice-Chancellor Bacon, and those in the second schedule from Mr. Justice Chitty to Mr. Justice North, for the purpose only of trial or hearing, and such causes are to be marked in the cause books accordingly. And this order is to be drawn up by the registrar and set up in the several offices of the Chancery Division of the High Court of Justice.

#### FIRST SCHEDULE.

From Mr. Justice Pearson to Vice-Chancellor Bacon (Witness and Non-Witness Actions).

Pike v Webster Harrison v Pike 1883 P 1,366 23 April

In re Hodgeson Beckett & Co v Ramedale 1883 H 3,229 26 April

Day v Day 1883 D 1,278 1 May Spowage v Butt 1883 S 2,474 3 May

Hodgson v Eyton 1884 H 487 3 May

Jagielski v Meyer 1884 J 28 6 May

Stapleton v Wilson 1883 S 3,740 6 May

In re Firmin Firmin v Firmin 1883 F 2,373 6 May

Hammerley v Hammerley 1884 H 894 7 May

Mosley, Bart. v Cursham 1883 M 4,195 8 May

Chester v Powell Powell v Chester 1883 C 2,080 8 May

Hall-Dare v Hall-Dare 1883 H 3,142 9 May

Hon. A Egerton, M.P. v Earl of Ellesmere 1883 E 1,042 10 May

Meade v Troup 1883 M 2,162 15 May

In re Howes Broomhall v Howes 1883 H 3,119 16 May

Power v Parker 1883 P 1,745 17 May

In re R Rymill In re J W Rymill L K Herbert v Rymill 1883 R 1,453 17 May

In re Plant Clark v Tabraham 1884 P 332 19 May

Wigfield v Wells 1883 W 4,437 20 May

M E Smith v R T Smith 1883 S 4,238 21 May

Brown, Janson & Co. v Alston 1884 B 1,026 22 May

Percival v Dunn 1883 P 2,568 22 May

Darcy v Chatterton 1883 D 58 Lincoln 26 May

Heintz v Civil Service Supply Association 1884 H 537 27 May

Heintz v S Maw, Sons & Thompson 1884 H 232 27 May

National Provincial Bank of England, Ltd., v Jackson 1883 N 1,187 28 May

Williamson v North Staffordshire Ry. Co. 1883 W 1,632 29 May

Lord Camoys v Mayor, &c. of Burslem 1883 C 3,476 29 May

Land Securities Co. Ltd. v Salaman 1883 L 2,457 30 May

Newton v Evans 1883 N 582 3 June

Stenning v Wolff 1883 S 3,829 4 June

Western v Day 1883 W 2,943 4 June

In re Wall, dec. Jackson v Bristol & West of England Bank, Ld. Bristol, &c. Bank v Jackson 1884 W 364 4 June

Maud v Lovell 1884 M 996 4 June

Gehr Bros v Heintz 1884 G 541 6 June

Tarrant v Taylor 1883 T 2,294 9 June

Wyndham v Thomas 1884 W 176 10 June

Zeffer v Beestey 1884 Z 13 11 June

In re Davis Davis v Boydell 1884 D 588 11 June

Robinson v Aldridge 1884 R 358 11 June

Church v Stockham 1884 C 1,523 11 June

Saville v Hunt 1884 S 1,158 12 June

Walker v Poole 1882 W 766 12 June

White v Goldring 1882 W 5,071 13 June

Martin v H Smith & Son 1881 M 1,051 13 June

Bailey v Badham 1883 B 6,555 16 June

Corey v Reid 1883 C 3,065 10 June

Gray v Harvey 1883 G 1,765 20 June

In re Edwards Yate v Bluck 1884 E 372 20 June

Lake v West 1884 L 647 23 June

De Caux v Skipper Tee v De Caux 1883 D 2,558 5 July

Macalester v Blake 1884 M 861 7 July

Morgan v Williams 1884 M 1,839 7 July

Pawley v Bigland 1884 P 812 7 July

In re Galloway Dimbleby v Galloway 1884 G 364 7 July

Wrighesworth v Starey 1883 W 4,763 8 July

Flewitt v Walker 1883 F 2,132 8 July

Newbury v Kipping 1883 N 643 16 July

In re Chirm Rogers v Chirm 1883 C 2,990 23 July

Fullwood v Fullwood 1883 F 1,619 23 July

In re Hobson Hobson v Hobson 1883 H 3,648 23 July

Ashwin v Ashwin 1883 A 1,324 25 July

Allbutt Marcassen 1884 A 538 28 July

Baines v Prideaux 1883 B 3,628 30 July

Smart v Wiseman 1884 S 2,095 1 Aug

Whittaker v Strutt 1884 W 54 4 Aug

In re  
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In re Ready Ready v Ready	1883 R 4 7 Aug
Trevelyan v Trevelyan, Bart.	1883 T 1,578 7 Aug
Wake v Boileau & ors	1884 W 271 7 Aug
In re Schleter v Lloyds, Barnetts and Bosanquet's Bank, Ltd.	v Schleter 1884 S 1,859 7 Aug
SECOND SCHEDULE.	
From Mr. Justice Chitty to Mr. Justice North (Witness Actions).	
Clark & ors. v South Western Gas Co.	1883 C 5,893 20 Feb
Pope v Pope	1883 P 206 22 Feb
Edwards v Tompson	1883 E 641 1 March
Beddington v Deischman	1883 B 2,384 1 March
Blaxland v Blaxland	1881 B 2,126 8 March
Heywood v Sutton	1883 H 3,491 11 March
Ellis v Newsome	1882 E 774 12 March
Hunt v Penley	1884 H 292 12 March
Young v Robertson	1883 Y 190 14 March
Woodgate v Commrs of Sewers of City of London	1882 W 3,019 14 March
Budgett v Kingswood Coal & Iron Co	1882 B 6,011 14 March
Royle v Royle	1882 R 2,829 18 March
Stevens v Metropolitan District Ry Co	1884 S 639 25 March
Phipps v Chancellor, Masters, &c. Oxford University	1883 P 2,885 25 March
Harper v Genes	1882 H 4,842 29 March
Gilbert v Gonard	1883 G 2,804 29 March
Jackson v Falkner	1883 J 1,717 3 April
Eccleston v Williams	1883 E 1,096 4 April
Newman v Newman	1883 N 1,256 4 April
Jennings v Turney	1884 J 270 17 April
In re Sir W Hutt dec Bowes v Hutt	1883 H 4,962 17 April
Geary v Sun Permanent Benefit Building Soc	1883 G 2,754 18 April
Browne v Sanderson	1883 B 1,559 18 April
Sadgrove, trading as Sadgrove & Co v Pullinger	1883 C 3,068 23 April
Saunders v Brading Harbour Improvement & Co	1883 S 1,362 24 April
Ryde Pier Co v London & South Western Ry Co	1883 R 1,713 25 April
Martin v Martin	1883 M 3,802 26 April
Theobald v Collings	1884 T 233 28 April
Schreiber v Dinkel	1883 S 3,696 29 April
James v Couchman	1883 J 1,008 29 April
Ford, on behalf, &c. v Incorporated Law Society	1884 F 347 30 April

Messrs. Partridge & Cooper have forwarded to us samples of their new "Royal Courts" note paper and envelopes. The paper is of surprisingly good substance for the low price—Is. for five quires—at which it is sold, and it has a surface which is unusually pleasant to write upon.

Messrs. Farebrother, Ellis, Clark, & Co. have removed their chief offices from 5 and 6, Lancaster-place, Strand, to extensive and more generally central premises at 29, Fleet-street, E.C., where their practice for the future will be concentrated.

Shorroch v Darwen Paper Mills Co	ld 1883 S 5,361 1 May
Morten v Hook	1884 M 695 2 May
Collett v Young	1884 C 5,847 2 May

Rogers v Jones	Jones v Rogers 1882 R 1,825 3 May
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Demaïne v Demaine	1882 D 11 3 May
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In re Sutcliffe, decd.	Mitchell v Sutcliffe 1883 S 5,251 7 May
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In re Dyer, dec Dyer v Bennett	1882 D 2,222 8 May
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Ogden v Coggins	1883 O 514 10 May
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Collis v Drake	1883 C 26 12 May
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In re Sir R Smart, dec Rasleigh v Sharp	1882 S 2,595 15 May
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Gardner v Tapling	1883 G 2,961 16 May
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United Telephone Co	ld v Hearerder 1884 U 144 21 May
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Pellow v Life Association of Scotland	1883 P 2,890 21 May
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In re Prince Baththyany Stratmann, decd.	Prince Baththyany Stratmann v Walford 1883 B 2,623 22 May
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In re Morgan, dec Gloucestershire Banking Co	v Thomson 1883 M 3,215 23 May
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Hart v Purnell	Purnell v Hart 1883 H 4,958 23 May
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Mayor &c of Swansea v Brenton	1884 S 469 27 May
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Rayney v Simpson	(In re Bankruptcy of B Scott and Maldon Loan, &c Co) 1883 R 1,334 27 May
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Manning v Allen	1883 M 4,155 27 May
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Stewards & Co v Weston	1883 S 4,763 30 May
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Scotney v Lomer	1883 S 1,494 4 June
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Walter v Moor	1883 W 677 4 June
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Bolton v Mills	1883 B 755 7 June
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Bourne v Skipp	Eagleton v Bourne 1883 B 5,984 9 June
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Whitestone v Woodhouse	1882 W 2,295 10 June
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Heslop v Richmond	1883 H 5,017 12 June
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Chilton v Baylis	1884 B 106 12 June
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Jones v Andrews	1883 J 1,554 17 June
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Philips v Baxendale	1884 P 871 18 June
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Plantagenet-Harrison v Hazell	1883 P 2,967 18 June
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Standard Discount Co, ld v Brunton, Bourke, & Co	1883 S 1,993 18 June
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Beauclerk v Shaw	1883 B 5,314 23 June
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Gates v Mount	1884 G 692 24 June
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Neath Water Co v White	1882 N 795 25 June
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Allhusen v Brooking	1884 A 70 30 June
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In re Harvey, decd.	Harvey v Lambert 1881 H 3,737 4 July
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Walker v James	1884 W 678 10 July
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Wheatley v Silkstone & Haighmoor Coal Co, ld & ors	1882 W 4,144 12 July
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Taylor v East Barnet Valley Local Board	1883 T 1,199 14 July
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SELBORNE, C.
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## COMPANIES.

### WINDING-UP NOTICES.

#### JOINT STOCK COMPANIES.

##### LIMITED IN CHANCERY.

PROVIDENT INDUSTRIAL SOCIETY, LIMITED.—By an order made by Chitty, J., dated Sept 24, it was ordered that the society be wound up. Kerly and Co, Great Winchester st, petitioners in person.

STANDARD STEAMSHIP COMPANY, LIMITED.—By an order made by Chitty, J., dated Sept 24, it was ordered that the company be wound up. Stocken and Jupp, Lime st, solicitors for the petitioner.

[Gazette, Oct. 3.]

GOBBEDD AND MERRILLY CONSOLIDATION COMPANY, LIMITED.—Petition for winding up presented Aug 8, directed to be heard before Pearson, J., on Oct 23. Chandler, Bishopsgate st Within, solicitor for the petitioner.

[Gazette, Oct. 7.]

#### COUNTY PALATINE OF LANCASTER.

##### LIMITED IN CHANCERY.

RICHARD JOHNSON AND COMPANY, LIMITED.—By an order made by the Vice Chancellor, dated Sept 23, it was ordered that the voluntary winding up of the company be continued. Pemberton and Co, solicitors for the petitioner.

[Gazette, Oct. 3.]

#### FRIENDLY SOCIETIES DISSOLVED.

GIFT AND BURIAL FUND, ODD FELLOWS, Barbican Tavern, Red Cross st, Cripplegate. Oct 2

LOYAL BRITANNIA LODGE, ODD FELLOWS, MANCHESTER UNITY, Coach and Horses Inn, Brixworth, Northampton. Sept 29

READ NATIONAL SCHOOL SICK SOCIETY, National School, Read, Lancaster. Oct 2

[Gazette, Oct. 3.]

## CREDITORS' CLAIMS.

### CREDITORS UNDER 22 & 23 VICT. CAP. 35.

#### LAST DAY OF CLAIM.

BESNET, WILLIAM JOHN, Milbourne St Andrews, Dorset, Farmer. Oct 6. Marshfield and Hutchings, Wareham.

CROOK, REV HENRY SIMON CHARLES, Bath. Nov 29. Burne and Rooke, Bath.

DUTTON, WILLIAM HENRY, Moston, Chester. Oct 30. Stringer, Sandbach

ELLISON, MARY, Kidderminster, Chester. Oct 20. Stringer, Sandbach

FLINT, EDWARD LAUNDRY, Brampton, Huntingdon, Auctioneer. Dec 1. Hunnibull and Sons, Huntingdon

GADD, CAROLINE, Outram st, Copenhagen st. Oct 24. Collyer-Bristow and Co, Bedford row

HELD, CHARLES LOUIS, Petherton rd, Highbury New park. Nov 12. Lickorish and Bellord, Queen Victoria st

HOARE, DANIEL WILLIAM MANSELL, Baker st, Clerkenwell, Engraver. Oct 14. Pope, Great James st, Bedford row

HUDDLSTONE, RACHEL, King's Lynn. Sept 20. Glasier, King's Lynn

JENKINS, MARY ANN, Huntingdon, Common Brewer. Dec 1. Hunnibull and Sons, Huntingdon

MAY, ALFRED CALDECLEUGH, Blackheath, Commander in the Royal Navy. Oct 16. Johnson and Co, Austin Friars

MUTCH, HENRY, Oxton, Chester, Quarryman. Oct 15. Peacock and Co, Liverpool

PAPE, HENRY, Southport, Lancaster, Commission Agent. Nov 1. Parker, Manchester

RICHARDSON, WALTER BRANKTON, Charles st, St James' sq, Solicitor. Oct 27. Earldale Holt and Richardson, Charles st, St James'

RIDDFORD, HENRY, Godmanchester, Huntingdon, Gent. Dec 1. Hunnibull and Sons, Huntingdon

SACKEFF, EDWARD, Woolwich, Kent, Ironmonger. October 21. Richardson, Eleanor rd, Woolwich

VENN, JANE, Cheddar, Somerset. Oct 1. Webster and Smith, Axbridge

WEST, JOSEPH, Essex rd, Enfield, Gent. Oct 31. Craney, Euston st, Knightsbridge

[Gazette, Sept. 16.]

AMBREE, ROBERT RICHARDSON, Birkenhead, Solicitor. Oct 18. Dalby, Birkenhead

BRAMHILL, DAVID, Bath, Optician. Feb 1. Inman and Adam, Bath

BRIGGS, SAM, Duffield, Derby, Commission Agent. Nov 20. Briggs, Derby

CALKIN, WILLIAM, Leyland, Lancaster, Gent. Oct 1. Thropp, Preston

EDWARDES, AUGUSTA, Clifton, nr Bristol. Oct 21. Cope, Holywell, Flint

GLOVER, MARY ANN, Saint John's, Kent. Oct 23. Letts, Bartlett's bndgs, Holborn Circus

GULDING, ELIZABETH MARY, New Shoreham, Sussex. Nov 16. Waring, Gresham bndgs, Guildhall

KING, RICHARD, Pevensie, Sussex, Clerk in Holy Orders. Oct 31. Kinsey and Co, Bloomsbury sq

LEWIS, MARY ANN, Ryton, nr Dorrington, Salop. Oct 20. Newman, Liverpool

MORRIS, HENRY, Sheffield, Surgeon. Oct 18. Vickers and Co, Sheffield

SADLER, SUSAN, Liphook, Southampton. Oct 18. Johnson and Son, Midhurst

SIMMONS, LOUIS WHEELER, The Park, Highgate. Nov 1. Ellis, Chancery lane

SNODGRASS, MARIA McDONALD, Shirley, Southampton. Oct 31. Keen and Co, Knight Rider st

SPEDDY, HENRIETTA, FitzJohn's Parade, South Hampstead. Nov 15. Layton and Co, Budge row

WHITEHOUSE, JOHN, West Bromwich, Stafford, Iron Moulder. Oct 1. Caddick, West Bromwich

WILKS, ELIZABETH, Lower Slaughter. Oct 23. Wilson and Son, Basinghall st

WILSON, EMMA, Reading, Berks. Oct 18. Dryland, Reading

[Gazette, Sept. 19.]

ABELL, MARTIN, Norton justa Kempsey, Worcester, Banker. Nov 30. Southall, Worcester

HUNT, WILLIAM HENRY, Brighton, Shell Box Manufacturer. Oct 30. Haselwood, Brighton  
LAMB, FRANCES, Cadogan pl, Chelsea. Nov 3. Gordon and Dalziel, Bedford row  
LASLETT, WILLIAM, Abberton Hall, Worcester, Esq. Nov 30. Southall, Worcester  
LIPSCOMB, CHRISTOPHER, Oxford, Publican. Nov 3. Kilby and Mac, Chipping Norton  
MARTIN, FRIEND, Shipley, Sussex, Grocer. Nov 17. Medwin and Co, Horsham  
RUED, ANNE ELIZA, Tynemouth, Northumberland. Oct 23. Dees and Thompson, Newcastle upon Tyne  
RIDEWOOD, HARRIET, West Lydford, Somerset. Oct 23. Nelson and Co, Bonnet's Hill, Doctors' Commons  
ROBERTS, WILLIAM, Walthamstow, Essex, Oilman. Oct 24. Futyoy and Co, John st, Bedford row  
SHIPPEY, WILLIAM, Richmond, Surrey, Esq. Nov 1. Shippey, Richmond  
SPEAKMAN, JOHN, Leigh, Lancaster, Coal Proprietor. Dec 1. Wright and Appleton, Wigan  
WEST, EMILY MARY, Euston sq, Nov 20. Bannister, John st, Bedford row  
WRIGHT, MARGARET, Clapham rd. Oct 25. Hellard and Son, Portsmouth  
[Gazette, Sept. 23.]

ADCOCK, FREDERIC POLAND, Cambridge, Solicitor. Jan 1. Whitchurch, Cambridge  
ATKINSON, THOMAS, Monkwearmouth, Durham, Plumber. Nov 1. Bell and Son, Sunderland  
BELL, MARGARET, Manchester. Oct 17. Hayton and Simpson, Cockermouth  
BEWISH, WILLIAM NOBLE, St Neots, Huntingdon, Gent. Dec 31. Hunnybun and Sons, Huntingdon  
BLOUNT, MARY ANN, Liverpool. Oct 31. Forshaw and Hawkins, Liverpool  
BOLSOVER, ELIZA, Sheffield. Nov 1. Clegg and Sons, Sheffield  
CARBUTT, GEORGE HENRY, Great Tower st, Esq. Nov 1. Phillips and Co, Nicolas Lane  
CORNISH, ROSA, Fortress rd, Kentish Town. Nov 1. Arnold and Co, Carey st, Lincoln's Inn  
CHURCH, WILLIAM, Biggleswade, Bedford, Brickmaker. Nov 1. Hunnybun and Sons, Huntingdon  
DAY, CHARLOTTE, Ramsgate. Oct 31. Edwards and Son, Ramsgate  
DOWDING, CHARLES JAMES, Chippenham, Wilts, Brewer. Nov 1. Wood and Audry, Chippenham  
FRENCH, HANNAH, Roaserville, Kent. Oct 21. French, Crutched Friars  
HERBOD, JOHN, North Collingham, Nottingham, Cornfactor. Oct 23. Heath and Sons, Nottingham  
HILTON, WILLIAM, Newton Heath, nr Manchester, Beerseller. Oct 21. Jones, Oldham  
HINGLEY, ANN, Whybey, Nottingham. Oct 21. Heath and Sons, Nottingham  
HUDSON, Rev GROBRE TOWNSEND, St Catherine's, Regent's Park, Clerk in Holy Orders. Oct 31. Wake and Sons, Sheffield  
HUNNYBUN, MARTIN, Godmanchester, Huntingdon, Solicitor. Dec 31. Hunnybun and Sons, Huntingdon  
JENKINS, JOHN, Huntingdon, Common Brewer. Dec 1. Hunnybun and Sons, Huntingdon  
JONES, DANIEL, Llandilo, Carmarthen, Innkeeper. Oct 7. Phillips, Llandovery  
KNOTT, JAMES, Ashton under Lyne, Lancaster, Cotton Spinner. Oct 22. Brooks and Co, Ashton under Lyne  
LANDSELL, CHARLES EDWARD, Marston Magna, Somerset, Timber Merchant. Oct 22. Mayo and Marsh, Yeovil  
LOVETT, ANDREW TAPEL, Mansell st, Goodman's Fields, Wine Cooper. Oct 30. French, Crutched Friars  
MCGRUE, HUGH, Hanley, Stafford, Draper. Oct 30. Paddock and Sons, Hanley  
MONTGOMERY, WILLIAM GEORGE, Gateshead, Durham, Mustard Manufacturer. Nov 15. Swinburne, Gateshead  
NEVARD, WILLIAM, Great Horkestone, Essex, Farmer. Dec 1. Beaumont and Son, Coggeshall  
PAXTON, SAMUEL TURKEV, Surrey Commercial Docks, Rotherhithe, Dockmaster. Oct 26. Lockyer, High st, Deptford  
PEABODY, ANN, Normanton, York. Oct 10. Mossman and Rawson, Bradford  
PETTMAN, Rev HATFIELD EDGE, Maxstoke Vicarage, nr Birmingham. Nov 1. Rivington and Son, Fenchurch Buildings  
ROPER, CHARLES, HENRY, Cambridge, Tailor. Sept 29. Whitehead, Cambridge  
SHAW, FREDERICK, Birmingham, Commission Agent. Oct 22. Johnson and Co, Birmingham  
SHAW, WILLIAM, Pinxton, Derby, Grocer. Oct 31. Matby, Mansfield  
WILKINSON, HENRY, Lightwood, Stafford, Earthenware Manufacturer. Nov 1. Stevenson, Nottingham  
WILMSHURST, JOHN, Lewes, Sussex, Fruiterer. Oct 21. Hillman, Lewes, Sussex  
WOOD, EDWARD, Bolton, Lancaster, Gent. Nov 30. Holden and Holden, Bolton  
[Gazette, Sept. 26.]

BAKER, THOMAS BEDFORD, Violet Hill, St John's Wood, Licensed Victualler. Nov 1. Henry and Co, Doctors' Commons  
BENTLEY, ELIZA PENELOPE, Faenan, York. Nov 24. Powell, Knaresborough  
CLARK, SARAH, Grove terr, High rd, Tottenham. Nov 2. Futyoy and Co, Bedford row  
DEAN, SARAH JANE, High st, Hampstead. Oct 25. Hanbury and Co, New Broad at ELLIS, JOE, Oswestry, Salop, Ironfounder. Nov 10. Longueville and Co, Oswestry  
FORD, PETER, Alderley, Chester, Farmer. Nov 17. Hand, Macclesfield  
GOUGH, ANNIE, Sutton Coldfield. Oct 14. Holbache and Addenbrooke, Sutton Coldfield  
HANDFORD, JOHN, Liverpool, Lead Dealer. Nov 1. Rowe and Co, Liverpool  
HOLDEN, SIMON, Oldham, Lancaster, Cotton Spinner. Nov 3. Buckley and Mattinson, Oldham  
JEANS, JOHN LOCKE, Cavendish rd, Clapham Park, Solicitor. Nov 1. Hanrott, Bedford row  
LEATH, JAMES, St Paul's Churchyard, Homoeopathic Chemist. Nov 15. Brooks and Co, Godlman st, Doctors' Commons  
MOORE, GEORGE AUGUSTUS, Hove, Sussex, Esq. Nov 1. Pownall and Co, Staple inn, London  
PENTONY, JOHN, Liverpool, Boot Manufacturer. Nov 1. Avison and Co, Liverpool  
RHODES, GEORGE, Hindlersfield, Hotelkeeper. Dec 31. Bottomley, Huddersfield  
ROOKESBURY, WILLIAM, York, Joiner. Nov 12. Noble, York  
BYLANCE, CHARLES, Aughton, Lancaster, Nurseryman. Dec 14. Bradley and Son, Liverpool  
SAGE, JAMES, Newman's row, Lincoln's Inn fields, Bookseller. Dec 1. Ikin, Lincoln's Inn fields  
SANSONE, FRANK, Antill rd, Bow, Licensed Victualler. Oct 17. Edwards, St Helen's pl  
SHOBROOK, JAMES, Blackburn, Lancaster, Innkeeper. Oct 25. Holland and Callis, Northgate, Blackburn  
SMITH, SOPHIA, Southampton. Dec 27. Bassett and Co, Southampton  
SNODIN, JOHN, Stonesby, Leicester, Farmer. Nov 3. Oldham and Marsh, Melton Mowbray  
THOMAS, MARY JANE, Thanet Lodge, Tulse Hill. Nov 3. Holden and Roberts, Gray's Inn  
TURNER, WILLIAM, Kirktong, Cambridge, Farmer. Nov 25. Fenn and Co, Newmarket, Cambridge  
WADSWORTH, JANE, High st, Hampstead, Licensed Victualler. Oct 25. Hanbury and Co, New Broad st  
WALKER, GEORGE, Southgate, General Officer on Retired List. Nov 1. Blake, Portman

[Gazette, Sept. 30.]

ANDREWS, JANE, Yetminster, Dorset. Nov 11. Bartlett, Sherborne  
BALDWIN, ROBERT, Barnard Castle, Durham, Coachman. Oct 30. Holmes, Barnard Castle  
BEIGH, LOUIS ARTHUR VANDEN, Portsmouth, Merchant. Oct 18. Beaumont and Wills, Portsea  
BEVINGTON, JOHN WHEELLEY, Hove, Sussex, Gent. Nov 3. Morley and Shirreff, Gresham House, Old Broad st  
BIRD, JOHN, Durham, Butcher. Nov 1. Graham and Shepherd, Sunderland  
COHEN, ISABELLA, Birmingham. Nov 1. Smith and Co, Birmingham  
COLLER, ALFRED JOHN, Clapham rd, Surrey. Oct 28. Snell and Co, George st, Mansion House  
DENSON, JOSEPH, Chester, Gent. Nov 1. Barker and Co, Chester  
GREEN, WILLIAM, Runworth, Lancaster, Retired Farmer. Nov 27. Horsfield, Bolton  
HARRISON, JOSEPH, Walton, Liverpool, Gent. Oct 15. Parkinson and Hess, Liverpool  
HENLEY, HENRY, Warnham, Sussex, Farmer. Oct 18. Bostock and Rawlinson, Horsham  
HUNT, WILLIAM HENRY, Waterloo place, retired from business. Oct 30. Haselwood, Brighton  
JOHNSON, ROBERT, Northampton, Office Furniture Dealer. Dec 19. Thompson, Bishopsgate st Within  
KIRBY, WILLIAM, Thames Ditton, Surrey, Esq. Oct 31. Rogers, Essex st, Strand  
MORRINE, BETSY, Goldsmith st, Drury lane, Gent. Nov 11. Rooks and Co, King st, Cheapside  
MULLIS, JAMES, Berkswell, Warwick, Gent. Oct 31. Wright and Marshall, Birmingham  
NELSON, ELLEN, Churchgate, Bolton, Licensed Victualler. Nov 1. Fielding, Bolton  
NICHOLSON, ANTHONY BAINBRIDGE, Cotherston, York, Gent. Nov 1. Holmes, Barnard Castle  
PARKER, CHARLES, Strand, Colliery Proprietor. Dec 1. Simpson and Cullingford, Gracechurch st  
PARSONS, HENRY, New Windsor, Berks, Army Pensioner. Oct 20. Long and Co, Windsor  
PAYNE, MARY, West Cowes, Isle of Wight. Oct 31. White, Ryde  
PINNA, PHINEAS SOLOMON DE, Beresford rd, Highbury New Park, Ostrich Feather Manufacturer. Nov 30. Crowther, Chancery lane  
ROBINSON, HENRY, Handsworth, Stafford, Tea Dealer. Nov 1. Smith and Co, Birmingham  
SHEPHERD, CHARLES, Highbridge, Somerset, Provision Merchant. Oct 30. Board, Burnham  
TOUGHTON, THOMAS, Birkenhead, Chester, Gent. Nov 14. Garnett and Tarbet, Liverpool  
TROTTER, EDWARD, Market Drayton, Salop, Butcher. Oct 31. Pearson, Market Drayton  
WALKER, GEORGE, Salford, Gent. Nov 1. Marlow and Dixon, Manchester  
WEBSTER, JOHN, Hargate Wall, Derby, Farmer. Dec 18. F. and H. Taylor, Bakewell

[Gazette, Oct. 3.]

On the re-opening of the Law Courts on Friday, the 24th inst., the Lord Chancellor will receive the judges, Queen's Counsel, benchers of the Inns of Courts, and the registrars and masters of the Supreme Court at his private residence to breakfast, after which they will drive to the Royal Courts of Justice in the Strand. There will be no formal procession, as was the case last year, but the judges, headed by the Lord Chancellor, will simply pass down the Central Hall and proceed to their respective courts.

#### SALES OF ENSUING WEEK.

Oct 15.—MESSRS. PHILLIPS, LEA, & DAVIES, at the Mart, at 1 p.m., Freehold Land and Policies (see advertisement, Oct. 4, p. 4).

#### BIRTHS, MARRIAGES, AND DEATHS.

##### BIRTHS.

ANTILL.—Sept. 27, at Sutton, Surrey, the wife of A. Leslie Antill, solicitor, of a daughter.  
BELL.—Sept. 27, at Garbrand Hall, Ewell, the wife of William James Bell, barrister-at-law, of a son.  
DAVIES.—Sept. 26, at St. Chad's, Streatham, the wife of W. Cowell Davies, barrister-at-law, of a daughter.  
JONES.—Oct. 5, at 6, Westbourne-street, W., the wife of T. W. Carnal Jones, F.R.C.S. Edin., of a son, who survived his birth only a short time.  
GREGG.—Oct. 4, at 39, Downshire-hill, Hampstead, the wife of William James Gregg, solicitor, of a daughter.  
WALL.—Sept. 29, at 64, Pembroke-road, Clifton, Bristol, the wife of James Crosswell Wall, barrister-at-law, of a son.  
WILKINSON.—Oct. 4, at 2, Old Elvet, Durham, the wife of A. J. Anstruther Wilkinson, barrister-at-law, of a son.

##### MARRIAGE.

RAVEN.—COMBER.—Oct. 1, at Winwick, John Earle Reynolds Raven, M.A., barrister-at-law, of the Middle Temple, to Alice, daughter of the late Edward Comber, of Myddleton Hall, Warrington.  
WHITE—WANSTALL.—Sept. 30, at Tunbridge Wells, Claude Hamilton White, of Beech Holme, Maidstone, solicitor, to Hannah Louise, daughter of Edmund Wanstell, of Tunbridge Wells.  
WILSON—FitzROY.—Sept. 25, at St. George's Church, Hanover-square, R. W. B. Wilson, barrister-at-law, eldest son of the late Robert Wilson, of Braibar, Renfrewshire, to Augusta Caroline, youngest daughter of the late Lieut.-Col. Hugh Fitzroy.

##### DEATHS.

COWDELL.—Sept. 20, at Hinckley, William Cowdell, solicitor, aged 72.  
HOLLAND.—Sept. 27, at Wimbledon, E. Thurstan Holland, barrister-at-law, aged 45.  
RICHARDS.—Sept. 26, at Bath, F. Vaughan Richards, Q.C., of 26, Park Crescent, Portland-place.

#### LONDON GAZETTES.

##### THE BANKRUPTCY ACT, 1883.

FRIDAY, Oct. 5, 1884.

RECEIVING ORDERS.  
Bell, William, Brampton, Cumberland, Innkeeper. Carlisle. Pet Sept 30. Ord Sept 30. Exam Oct 13 at 11 at the Court House  
Bidder, Charles Frederick, Wallington, Surrey, Solicitor. High Court. Pet Aug 9. Ord Sept 30. Exam Nov 5 at 11 at 34, Lincoln's Inn fields

Blackman, Pet O  
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Clegg, J  
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Danby, Pet S  
David, Swan  
Farr, J  
29. E  
Farrant, 29. C  
Haydn, Burn  
Hey, H  
30. E  
Jackson, Exam  
Jones, Oct 1  
Madie, Ord S  
Murphy, 29. C  
Neebe, Exete  
Nichol, Aug 5  
Partid, Sept 1  
Robert, Bang  
Stredw  
29. C  
Tootell, Sept 1  
William, Pet S  
Wilson, 23. C  
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- Blackman, Charles James, New Haven, Sussex, Baker. Lewes and Eastbourne. Pet Oct 1. Ord Oct 1. Exam Oct 31.
- Brown, William Mark, Fullerton rd, Wandsworth, Clerk. High Court. Pet Oct 1. Ord Oct 1. Exam Nov 19 at 11 at 34, Lincoln's Inn fields.
- Clegg, Joseph, Oughtibridge, Yorkshire, Wire Drawer. Sheffield. Pet Sept 27. Ord Sept 29. Exam Oct 16 at 11.30.
- Clegg, Mathew, Dewsbury, Yorkshire, Rag Merchant. Dewsbury. Pet Sept 30. Ord Sept 30. Exam Oct 21.
- Danby, Charles Golby, Clatford, nr Andover, Hampshire, Miller. Salisbury. Pet Sept 12. Ord Sept 30. Exam Oct 16 at 12.
- David, William, Caergwrle Clydach, Swansea Valley, Glamorganshire, Stonemason. Swanser. Pet Sept 29. Ord Sept 30. Exam Oct 9.
- Farr, John, Kilpeck, Herefordshire, Farmer. Hereford. Pet Sept 16. Ord Sept 29. Exam Oct 17.
- Farrant, Charles, Sidmouth, Devonshire, Boot Manufacturer. Exeter. Pet Sept 29. Ord Sept 29. Exam Oct 18 at 11.
- Haythornthwaite, Joseph Henry, Nelson, nr Burnley, Lancashire, Farmer. Burnley. Pet Sept 16. Ord Sept 30. Exam Nov 7 at 1.15.
- Hey, Henry, Bradford, Yorkshire, Painter. Bradford. Pet Sept 29. Ord Sept 30. Exam Oct 17 at 12.
- Jackson, Joanna, Liverpool, Outfitter. Liverpool. Pet Sept 27. Ord Sept 29. Exam Oct 18 at 11.
- Jones, John Owen, Garn, Dolbenmaen, Carnarvonshire, Draper. Bangor. Pet Oct 1. Ord Oct 1. Exam Oct 27 at 12.30.
- Middle, Harry, Wood Green, Middlesex, Auctioneer. Edmonton. Pet Aug 27. Ord Sept 30. Exam Oct 24 at 1 at Court-house, Edmonton.
- Murphy, John Henry, Landport, Hampshire, Builder. Portsmouth. Pet Sept 29. Ord Sept 29. Exam Oct 20.
- Neebe, Frederick Edwin Harrison, Exeter, Manager of the Theatre Royal, Exeter. Pet Oct 1. Ord Oct 1. Exam Oct 17 at 11.
- Nichol, James, Herne Hill, Surrey, Commercial Traveller. High Court. Pet Aug 21. Ord Sept 29. Exam Nov 18 at 11 at 34, Lincoln's Inn fields.
- Partridge, John, New Wandsworth, Grocer. Wandsworth. Pet Sept 18. Ord Sept 30. Exam Oct 30.
- Roberts, Robert Ellis, Glanymorfyd, Tremadoc, Carnarvonshire, Grocer. Bangor. Pet Sept 15. Ord Sept 30. Exam Oct 27 at 12.30.
- Stredwick, James, Silverhill, St Leonards on Sea, Builder. Hastings. Pet Sept 29. Ord Sept 29. Exam Oct 27.
- Tootell, John, Accrington, Lancashire, Grocer. Blackburn. Pet Sept 29. Ord Sept 29. Exam Oct 14 at 11.
- Williams, John, sen., and John Williams, jun., Denbigh, Seedsmen. Bangor. Pet Sept 17. Ord Sept 30. Exam Oct 27 at 12.30.
- Wilson, Hartley, Halifax, Yorkshire, Sanitary Tube Maker. Halifax. Pet Sept 23. Ord Sept 29. Exam Oct 30.
- Woodvine, George, Chilvers Coton, Warwickshire, Hairdresser. Coventry. Pet Sept 29. Ord Sept 29. Exam Oct 27 at 3.

## FIRST MEETINGS.

- Aylen, James Richard, Portsmouth, Painter. Oct 13 at 2. Official Receiver, 106, Queen st, Portsea.
- Ball, William, Brampton, Cumberland, Innkeeper. Oct 13 at 12. 34, Fisher st, Carlisle.
- Chandler, George Henry, York, Boot Dealer. Oct 10 at 2. Official Receiver, York.
- Child, Henry, Fenchurch st, Mortgage Broker. Oct 16 at 11. 33, Carey st, Lincoln's Inn.
- Clegg, Joseph, Oughtibridge, Yorkshire, Wire Drawer. Oct 18 at 3. Official Receiver, Figgtree Lane, Sheffield.
- Creswell, Rose, Aldershot, Brick Manufacturer. Oct 14 at 1. Bankruptcy Judge, Portugal st, Lincoln's Inn fields.
- Crewe, Daniel, Burland, Cheshire, out of business. Oct 22 at 11. Royal Hotel, Crewe.
- Danby, Charles Golby, Andover, Hampshire, Miller. Oct 14 at 11.30. Official Receiver, City chbrs, Salisbury.
- David, William, Caergwrle Clydach, Swansea Valley, Glamorganshire, Stonemason. Oct 14 at 11. Official Receiver, 6, Rutland st, Swanser.
- Farnan, Henry, Stoke Newton, Dyer. Oct 17 at 11. 33, Carey st, Lincoln's Inn.
- Farrant, Charles, Sidmouth, Bootmaker. Oct 14 at 11. Official Receiver, 13, Bedford circus, Exeter.
- Freeman, Thomas, Carter Gate, Nottingham, Slater. Oct 10 at 12. Official Receiver, Exchange Walk, Nottingham.
- Haythornthwaite, Joseph Henry, Burnley, Farmer. Oct 18 at 2. Exchange Hotel, Nicholas st, Burnley.
- Horley, Joseph Renforth st, Rotherhithe, Carman. Oct 16 at 1. 33, Carey st, Lincoln's Inn.
- Neal, John Barnard, Grange Lane, Lincolnshire, Farmer. Oct 21 at 1. Official Receiver, 3, Haven st, Gt Grimsby.
- Nesbe, Frederick Edwin Harrison, Lessee and Manager of the Theatre Royal, Exeter. Oct 18 at 11. Castle of Exeter, at Exeter.
- Pivis, Charles, Beckingham, Kent, Farmer. Oct 15 at 12. Official Receiver, Victoria st, Westminster, S.W.
- Reaves, William James, Birmingham, Paper Box Maker. Oct 18 at 3. Official Receiver, Whitehall chbrs, Colmore Row, Birmingham.
- Stewart, James, and Charles James Stewart, Leadenhall st, Wine Merchants. Oct 14 at 11. Bankruptcy Judge, Portugal st, Lincoln's Inn fields.
- Stredwick, James, Silverhill, St Leonards on Sea, Builder. Oct 13 at 12. Chamber of Commerce, Chelmsford.
- Tebbutt, William, Ulceby, Lincolnshire, Grocer. Oct 21 at 11. Official Receiver, 3, Haven st, Gt Grimsby.
- Thomas, Henry, Birmingham, Grocer. Oct 14 at 11. Official Receiver, Whitehall chbrs, Colmore Row, Birmingham.
- Thomas, James, Manchester, Funeral Plume Manufacturer. Oct 17 at 3. 33, Carey st, Lincoln's Inn, London.
- Thompson, William, Capenhurst, Northumberland, Farmer. Oct 14 at 2. Official Receiver, County chbrs, Westgate rd, Newcastle on Tyne.
- Tootell, John, Accrington, Lancashire, Grocer. Oct 10 at 11. County Court, Blackburn.
- Waldick, Frederick, 10, Wood st sq, Commission Agent. Oct 16 at 12. 33, Carey st, Lincoln's Inn.
- Walker, Edward William, Dean st, Park Lane, Gentleman. Oct 23 at 11. 33, Carey st, Lincoln's Inn.
- Williams, John, sen., and John Williams, jun., Denbigh, Seedsmen. Oct 18 at 2. Official Receiver, Crypt chbrs, Chester.
- Wilson, Hartley, Claremont, Halifax, Sanitary Tube Maker. Oct 13 at 11. Official Receiver, Townhall chbrs, Halifax.

The following amended notice is substituted for that published in the London Gazette of the 30th of September, 1884.

Hood, Franklin, Scarborough, Yorkshire, Engineer. Oct 14 at 12. Official Receiver, 74, Newborough st, Scarborough.

## ADJUDICATIONS.

- Aylen, James Richard, Portsmouth, Painter. Portsmouth. Pet Sept 22. Ord Sept 29.
- Bamforth, John Francis, and Henry Armitage Bamforth, Melton, Yorkshire, Farmers. Sheffield. Pet Sept 16. Ord Oct 1.

- Burnley, Charles, Leeds, Tanner. Leeds. Pet Sept 12. Ord Sept 20.
- Block, Alfred Samuel, Weston st, Bermondsey, Licensed Victualler. High Court. Pet Sept 8. Ord Sept 20.
- Brown, William Mark, Wandsworth, Clerk. High Court. Pet Oct 1. Ord Oct 1.
- Carroll, William, Tyldesley-with-Shackerley, Lancashire, Teaman. Bolton. Pet Sept 24. Ord Sept 29.
- Clegg, Joseph, Oughtibridge, Yorkshire, Wire Drawer. Sheffield. Pet Sept 27. Ord Sept 29.
- Cusee, Edward, Bristol, Newspaper Proprietor. Frome. Pet Sept 18. Ord Sept 29.
- David, William, Caergwrle Clydach, Glamorganshire, Stonemason. Swanser. Pet Sept 29. Ord Sept 30.
- Everall, Thomas Peter, Broseley, Salop, Butcher. Madeley. Pet Sept 19. Ord Sept 26.
- Farrant, Charles, Sidmouth, Devonshire, Boot Manufacturer. Exeter. Pet Sept 29. Ord Sept 29.
- Fleet, Edward, Bishopsgate st Without, Hatton. High Court. Pet July 22. Ord Sept 30.
- Haylett, Henry, Emmett st, Poplar, Lodging-house Keeper. High Court. Pet Aug 20. Ord Sept 30.
- Hedgaway, Joseph, Manchester, Indianrubber Manufacturer. Manchester. Pet Aug 21. Ord Oct 1.
- Hey, Henry, Manningham, Bradford, Painter. Bradford. Pet Sept 29. Ord Sept 30.
- Jackson, Joanna, Liverpool, Ladies' Outfitter. Liverpool. Pet Sept 27. Ord Sept 29.
- Johnson, Arthur, North Walsham, Norfolk, Draper. Norwich. Pet Sept 8. Ord Sept 29.
- Jones, Evan, Dolgellau, Merionethshire, Timber Merchant. Aberystwith. Pet Aug 15. Ord Sept 12.
- Kirk, John, Wakefield, Ironmonger. Wakefield. Pet Sept 12. Ord Oct 1.
- Maclean, Arthur de la Rue, Newcastle on Tyne, Grocer. Newcastle on Tyne. Pet Sept 16. Ord Sept 30.
- Maddock, John, Dartmouth, Devonshire, Brewer. East Stonehouse. Pet Sept 15. Ord Sept 29.
- Measures, Edward, Huntingdon, Plumber. Peterborough. Pet Sept 15. Ord Oct 1.
- Spratt, William, and John George Smith, Pimlico, Builders. High Court. Pet July 31. Ord Sept 30.
- Titterington, William, jun., Lancaster, Joiner. Preston. Pet Aug 21. Ord Aug 23.
- Tucker, Frederick James Albert, Bristol, Grocer. Bristol. Pet Sept 6. Ord Sept 30.
- Turner, James Brossay, Torquay, Devonshire, Commission Agent. Exeter. Pet Sept 2. Ord Sept 30.
- Wiggin, George, Spitalfields, Box Maker. High Court. Pet Sept 6. Ord Sept 30.
- Wilson, Hartley, Halifax, Sanitary Tube Maker. Halifax. Pet Sept 23. Ord Sept 30.

The following amended notice is substituted for that published in the London Gazette of Sept. 30, 1884.

Barton, Charles George, Cardiff, Baker. Cardiff. Pet Aug 29. Ord Sept 9.

## TUESDAY, Oct. 7, 1884.

## RECEIVING ORDERS.

- Aspinall, Harry, Birkenhead, Cheshire, Broker. Liverpool. Pet Sept 20. Ord Oct 3. Exam Oct 16 at 12.
- Beedle, Joseph, Tipton, Staffordshire, Painter. Dudley. Pet Oct 1. Ord Oct 1. Exam Oct 16 at 12.
- Braithwaite, Benjamin, Bridlington, Yorkshire, Cabinet Maker. Scarborough. Pet Oct 4. Ord Oct 4. Exam Oct 21 at 12.
- Caverley, Robert Bruce, Troodero Eden Theatre of Varieties, Windmill st, Haymarket, Proprietor of the Adelams' Eden Troupe of Ladies. High Court. Ord under sec. 163. Ord Oct 2. Exam Nov 19 at 11 at 34, Lincoln's Inn fields.
- Chapman, Robert, Calthorpe, Norfolk, Farmer. Norwich. Pet Oct 3. Ord Oct 3. Exam Nov 12 at 2 at Shirehall, Norwich Castle.
- Cleminson, R. L., Manchester, Stockbroker. Manchester. Pet Aug 22. Ord Sept 11. Exam Oct 16 at 12.30.
- Cowley, Thomas Moore, Hemington, Leicestershire, Farmer. Leicester. Pet Sept 22. Ord Oct 2. Exam Nov 5 at 10.
- Dangerfield, Henry John, Windsor, Berkshire, Ironmonger. Windsor. Pet Oct 3. Ord Oct 3. Exam Oct 25 at 11.
- Davies, William, Wentnor, Salop, Farmer. Leominster. Pet Oct 2. Ord Oct 2. Exam Oct 16.
- Dunbly, Charles, and George Sallis, Barnsley, Yorkshire, Tailors. Barnsley. Pet Oct 3. Ord Oct 3. Exam Nov 18 at 11.20.
- Eldridge, James Dixon, Summer rd, Peckham, Milk Contractor. High Court. Pet Sept 5. Ord Oct 3. Exam Nov 14 at 11 at 34, Lincoln's Inn fields.
- Eyles, Silas, King st, Hammersmith, Builder. High Court. Pet July 19. Ord Oct 2. Exam Nov 14 at 11 at 34, Lincoln's Inn fields.
- Garrett, William, 17, the Parade, Lordship Lane, Dulwich, Grocer. High Court. Pet Sept 17. Ord Oct 3. Exam Nov 14 at 11 at 34, Lincoln's Inn fields.
- Gill, Robert Thomas Lockwood, Reading, Berkshire, Butcher. Reading. Pet Sept 30. Ord Oct 4. Exam Oct 23 at 2 at Assize Courts, Reading.
- Gill, Thomas Walker, Bingley, Yorkshire, Grocer. Bradford. Pet Oct 3. Ord Oct 3. Exam Oct 17 at 12.
- Greenfield, Thomas, Abinger, Surrey, Farmer. Croydon. Pet Oct 1. Ord Oct 1. Exam Nov 7.
- Hands, Isaac, Great Grimsby, Waiter. Great Grimsby. Pet Oct 4. Ord Oct 4. Exam Oct 21 at 12 at Townhall, Grimsby.
- Jenkins, T. G. M., Cardiff, Brewer. Cardiff. Pet Sept 30. Ord Oct 3. Exam Oct 16 at 12.30.
- Lee, Francis John, Camborne, Cornwall, Accountant. Truro. Pet Oct 1. Ord Oct 4. Exam Oct 29 at 11.
- Nadin, Isaac, Tupton, Derbyshire, Innkeeper. Chesterfield. Pet Oct 1. Ord Oct 2. Exam Nov 12.
- Pamphilon, John Thomas, Chigwell, Essex, Builder. Chelmsford. Pet Oct 4. Ord Oct 4. Exam Oct 18.
- Steane, Edward, Coventry, Warwickshire, Trimming Manufacturer. Coventry. Pet Sept 17. Ord Oct 2. Exam Oct 27 at 8.30 at County Hall, Coventry.
- Sturges, George, Manchester, Confectioner. Manchester. Pet Sept 18. Ord Sept 29. Exam Oct 16 at 12.30.
- Styles, John Henry, Brighton, Pianoforte Dealer. Brighton. Pet Oct 2. Ord Oct 2. Exam Oct 28 at 12.
- Taylor, H. Phillimore gardens, Kensington, Bank Clerk. High Court. Pet July 25. Ord Oct 2. Exam Nov 11 at 11 at 34, Lincoln's Inn fields.
- Thomas, James, Aberavon, Glamorganshire, Boot Manufacturer. Neath. Pet Oct 4. Ord Oct 4. Exam Oct 25 at 10.30 at Townhall, Neath.
- Tomlinson, Jane, Church, Lancashire, Timber Merchant. Blackburn. Pet Oct 2. Ord Oct 2. Exam Oct 14 at 12.
- Ullathorne, Jane, Bradford, Yorkshire, Plumber. Bradford. Pet Oct 4. Ord Oct 4. Exam Oct 21 at 12.
- Vidler, Alfred, Hastings, Sussex, Builder. Hastings. Pet Oct 2. Ord Oct 2. Exam Oct 21.

The following Amended Notice is substituted for that published in the London Gazette of Sept. 30.

Deakin, Thomas James Clements, Stafford, Farmer. Stafford. Pet Sept 23. Ord Sept 23. Exam Nov 5.

## FIRST MEETINGS.

- Amis, Henry, Cromer, Norfolk, Licensed Victualler. Oct 14 at 11. Official Receiver, Queen st, Norwich
- Baker, John, sen, Stafford, Coach Maker. Oct 20 at 12.30. North Western Hotel, Stafford
- Barkshire, James, Reading, Watchmaker. Oct 15 at 8. Official Receiver, 108, Victoria st, Westminster
- Beedle, Joseph, Horsley Heath, Tipton, Painter. Oct 16 at 10. Official Receiver, Dudley
- Blackman, Charles James, Newhaven, Sussex, Baker. Oct 14 at 3.30. Bear Hotel, Lewes
- Brooks, Samuel, Hanover st, Islington, Clerk. Oct 20 at 11. 33, Carey st, Lincoln's Inn
- Brown, William Mark, Fullerton st, Wandsworth, Clerk. Oct 20 at 1. 33, Carey st, Lincoln's Inn
- Chapman, Robert, Calthorpe, Norfolk, Farmer. Oct 14 at 2. Official Receiver, Queen st, Norwich
- Clegg, Matthew, Dewsbury, Yorkshire, Rag Merchant. Oct 14 at 11.00. Official Receiver, Bank chbrs, Batley
- Clemmison, R. L., Manchester, Stockbroker. Oct 16 at 8. Official Receiver, Ogdens chbrs, Bridge st, Manchester
- Cowley, Thomas Moore, Hemington, Leicestershire, Farmer. Oct 16 at 12. Official Receiver, 28, Friar lane, Leicester
- Cudworth, Gamwell, Osssett, Yorkshire, Innkeeper. Oct 14 at 10. Official Receiver, Bank chbrs, Batley
- Currie, Walter Overstone, Burscough, Lancashire, Bank Manager. Oct 15 at 3. Official Receiver, 35, Victoria st, Liverpool
- Davies, William, Wentnor, Salop, Farmer. Oct 18 at 11.45. Craven Arms Hotel, Craven Arms, Salop
- Deakin, Thomas James Clements, Stafford, Farmer. Oct 16 at 1. County Court Offices, Stafford
- Edwards, Alfred, Gresham st, Commission Agent. Oct 20 at 12. 33, Carey st, Lincoln's Inn
- Farr, John, Kilpeck, Herefordshire, Farmer. Oct 14 at 8. Official Receiver, 2, Offa st, Hereford
- Gill, Thomas Walker, Bingley, Yorkshire, Grocer. Oct 15 at 11. Law Institute, Piccadilly, Bradford
- Havard, Richard, Garnylly, Glamorganshire, Butcher. Oct 16 at 2. Official Receiver, 2, Bute cres, Cardiff
- Hey, Henry, Manningham, Bradford, Painter. Oct 14 at 4. Official Receiver, Iveygate chbrs, Bradford
- Jackson, Joanna, Liverpool, Ladies' Outfitter. Oct 15 at 2. Official Receiver, L'shon bldr, Victoria st, Liverpool
- Jones, John Owen, Garn, Carnarvonshire, Draper. Oct 16 at 12. Official Receiver, Crypt chbrs, Chester
- Klein, Alexander, Guildford st, Russell sq, out of business. Oct 17 at 12. 33, Carey st, Lincoln's Inn
- Legge, Thomas Whorlow, Maddox st, Regent st, Licensed Victualler. Oct 17 at 1. 33, Carey st, Lincoln's Inn
- Lipscombe, Edwin Francis, Aston Botterell, Salop, Clerk in Holy Orders. Oct 14 at 4.15. Randolph Hotel, Oxford
- Madle, Harry, Alexandra rd, Wood Green, Auctioneer. Oct 14 at 11. 26 and 29, St Swithin's lane, E.C.
- Matthews, Matthew, Church st, Woolwich, Butcher. Oct 14 at 11. Official Receiver, 109, Victoria st, Westminster
- Murphy, John Henry, Fratton, Hampshire, Builder. Oct 20 at 3. Official Receiver, 166, Queen st, Portsea
- Nadin, Isaac, Tupton, Derbyshire, Innkeeper. Oct 15 at 11. Angel Hotel, Chesterfield
- Needham, Joseph George, Powerscroft rd, Lower Clapton, Architect. Oct 16 at 12. 33, Carey st, Lincoln's Inn
- Roberts, Robert Ellis, Tremadoc, Carnarvonshire, Grocer. Oct 15 at 11.30. Commercial Hotel, Portmadoc
- Steane, Edward, Coventry, Trimming Manufacturer. Oct 17 at 8. Official Receiver, 46, Jordan Well, Coventry
- Sturges, George, Loughsight, nr Manchester, Confectioner. Oct 16 at 8.30. Official Receiver, Ogdens chbrs, Bridge st, Manchester
- Styles, John Henry, Brighton, Pianoforte Dealer. Oct 15 at 2. Chamber of Commerce, 145, Cheapside
- Tomlinson, Jane, Church, Lancashire, Builder. Oct 15 at 3. Commercial Hotel, Church st, Accrington
- Ullathorne, Jane, Bradford, Plumber. Oct 16 at 11. Law Institute, Piccadilly, Bradford
- Vidler, Alfred, Hastings, Builder. Oct 15 at 2. Official Receiver, Townhall chbrs, Hastings
- Woodvine, George, Chivers Coton, Warwickshire, Hairdresser. Oct 14 at 11. Official Receiver, 46, Jordan Well, Coventry

## ADJUDICATIONS.

- Amis, Henry, Cromer, Norfolk, Licensed Victualler. Norwich. Pet Sept 15. Ord Oct 4
- Beedle, Joseph, Tipton, Staffordshire, Painter. Dudley. Pet Oct 1. Ord Oct 3
- Billing, Ann, St Neots, Huntingdonshire, Milliner. Bedford. Pet Sept 5. Ord Sept 29
- Binko, Henry Bock, Bunhill row, Finsbury, Chemical Manufacturer. High Court. Pet Aug 30. Ord Sept 7
- Carlton, Frederick, New Basford, Nottingham, Builder. Nottingham. Pet Sept 16. Ord Oct 3
- Chapman, Robert, Corby, Lincolnshire, Auctioneer. Nottingham. Pet Sept 22. Ord Oct 8
- Clegg, Matthew, Dewsbury, Yorkshire, Rag Merchant. Dewsbury. Pet Sept 30. Ord Oct 3

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